Deed Record, No. 91, Madison County, Iowa

Vera Marquardt Jones To Madison County Soil Conservation District	#4550 Fee $4.50 V.15 EASEMENT	Filed for record the 14 day of December A. D. 1961 at 4:03 o'clock P. M. Mary E. Welty, Recorder

For and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Vera Marquardt Jones Van Meter, Iowa Grantor(s) does hereby grant, bargain, sell, convey and release unto Madison County Soil Conservation District of Winterset, Iowa its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the Badger Creek Watershed, located in the County of Madison State of Iowa, to-wit:

E½ SW¼ Sec. 8, T 77N, R 27 W

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for the purposes as stated under "A" below, and the grantor(s) covenant(s) that (he, she they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following: Metropolitian Life Insurance Co. Madison Ave., New York 10, N.Y.

A. For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any water in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Structural waterways located in E½ SW¼ Sec. 8, T 77N, R 27 W.

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before July 1, 1966.

2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land.

3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.

4. The Grantor(s) shall be responsible for written notification to any present or subsequent tenants, not now on the land or party to this easement, of the existence of this easement, and where a copy of the same may be found.

5. The Grantor(s) shall maintain all improvements, except those under "A" above in accordance with acceptable conservation methods.

6. The Grantee shall give at least ten days advance notice to the Grantor(s) of the "Beginning date of construction operations" in order that the Grantor(s) may, when desired, salvage crops, fences, bridges, culverts, and make other arrangements as desired.

7. The Grantor(s) shall not permit alteration of any improvement installed by the terms of this easement without prior approval of the Grantee.

8. The Grantee shall remove and dispose of trees and similar materials, fences, bridges and culverts as are necessary for construction operations. If the Grantor(s) desires to salvage any or all of the above items such salvage must be completed at the expense of the Grantor(s) within ten days after the Grantor(s) receives notice of the "Beginning date of construction operations" as provided under 6 above, unless otherwise notified by the Grantee.

9. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed, or in any manner hinder construction operations.

10. The Grantor(s) shall re-establish or construct permanent fences as (he, she, they) determine(s) necessary after planned improvements have been installed. However, such fences to be re-established or constructed shall not interfere with or impair the proper functioning of the works of improvement installed.

11. In accordance with an agreement between the District and the United States, the District is authorized to employ private contractors, the same to act as its agents and representatives and enjoy its privileges hereunder, to construct or install the improvements covered by this easement, and to remove trees, fences, bridges, culverts or any other

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installations as necessary for construction operations.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument on the 20th day of February, 1961.

Vera Marquardt Jones
(Signature of Grantor)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 20th day of February, 1961, A.D., before me, a Notary Public, personally appeared Vera Marquardt Jones, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(NOTARIAL SEAL)

Arleta M. Bruns Notary Public
in and for said County.

SUBORDINATION TO EASEMENT

Whereas, Vera M. Jones (also known as Vera Marquardt Jones) and Albert E. Jones, wife and husband, executed a certain mortgage to Metropolitan Life Insurance Company, of New York, New York, dated February 7, 1961 to secure the payment of Ten thousand Dollars, covering lands therein described, recorded in Book 107, Page 335, of the records of Madison County, State of Iowa,

AND, WHEREAS, the above named mortgagors have conveyed by easement to Madison County Soil Conservation District certain rights permitting the construction, operation and maintenance of structural waterways located on a part of this farm, and Madison County Soil Conservation District desires the consent of Metropolitan Life Insurance Company to said easement described as follows:

A Waterway Improvement Easement from Vera Marquardt Jones to the Madison County Soil Conservation District dated February 20, 1961.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Dollar, lawful money of the United States of America, unto it paid by Madison County Soil Conservation District at the execution and delivery hereof, receipt whereof is hereby acknowledged, Metropolitan Life Insurance Company, the holder of the mortgage hereinbefore recited, does hereby expressly subordinate the lien of said mortgage to the estate vested in Madison County Soil Conservation District in and by the easement hereinbefore recited, and does stipulate and agree that said mortgage shall at all times be inferior and subordinate to the estate vested in said Madison County Soil Conservation District, it successors and assigns, in and to that portion of the premises hereinbefore described.

It is hereby stipulated and agreed that said mortgage shall remain a lien upon the premises hereinbefore described subject only to the estate by way of easement to said Madison County Soil Conservation District.

IN WITNESS WHEREOF, Metropolitan Life Insurance Company has caused these presents to be executed in its corporate name by J. E. McGurk, its Third Vice-President and its corporate seal to be hereto affixed, attested by its Assistant Secretary, this 8th day of December, 1961.

(CORPORATE SEAL)

METROPOLITAN LIFE INSURANCE COMPANY
By J. E. McGurk
J. E. McGurk Third Vice-President
ATTEST: T. J. Maconkey
T. J. Maconkey Assistant Secretary

STATE OF NEW YORK, COUNTY OF NEW YORK) SS:

On this 8th day of December, 1961, before me, a Notary Public duly commissioned, qualified and acting in and for said County, in the State aforesaid, personally appeared J. E.

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McGurk and T. J. Maconkey to me personally known to be the same persons whose names are subscribed to the foregoing instrument, who, being by me duly sworn, did say that they are respectively, the Third Vice-President and Assistant Secretary of Metropolitan Life Insurance Company, a corporation organized under the laws of the State of New York, and are officers duly authorized to execute the foregoing instrument, that the seal affixed to the within instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. E. McGurk and T. J. Maconkey as such Third Vice-President and Assistant Secretary of said corporation acknowledged that they executed, signed, sealed and delivered the foregoing instrument for the uses and purposes therein contained, on the day and date therein mentioned, and acknowledged the said instrument and the execution of said instrument to be the free and voluntary act and deed of said corporation by them voluntarily executed.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(NOTARIAL SEAL)

NOTARIAL SEAL

Daniel J. Lane Notary Public
in and for New York County, New York.

DANIEL J. LANE NOTARY PUBLIC, State of New York
No. 41-7417500 Qualified in Queens County Certificate
filed in New York County Commission expires March 30, 1962