# Deed Record, No. 91, Madison County, Iowa

Rex R. Shambaugh & wife
To
Madison Soil
Conservation District

#4551

Fee $3.50 √JS

Filed for record the 14 day of December A. D. 1961 at 4:06 o'clock P. M.

Mary E. Welty, Recorder

EASEMENT

For and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Rex R. Shambaugh Van Meter, Iowa Anna Lee Shambaugh Van Meter, Iowa, Grantor(s) does hereby grant, bargain, sell, convey and release unto Madison 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:

E. 33.33 Acres of NW¼ NW¼ Sec. 11, T 77N, R 27 W

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: Hunter Loan, Earlham, Iowa

A. For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored, or detained by those certain works of improvement which are described and are to be located as follows:

Permanent storage and temporary detention located in above described land resulting from a floodwater retarding structure located in SW¼ SW¼ Sec. 12 and SE¼ SE¼ Sec. 11, T 77N, R. 27 W.

and for the operation, inspection, and maintenance of said area to be flooded.

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parites hereto; or the above described lands cease to be used for the purposes states 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.

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

4. The Grantor(s) shall be responsible for written notification to all subsequent tenants, not now on the land or party to this agreement, of the existence of this agreement, 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 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.

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 3rd day of August 1961.

Rex R. Shambaugh
Anna Lee Shambaugh
(Signature of Grantors)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON ) SS.

On this 3rd day of August, 1961, A.D., before me a Notary Public, personally appeared Rex R. Shambaugh and Anna Lee Shambaugh to me known to be the persons named in and who executed the foregoing instrument and acknowledges that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Arleta M. Bruns Notary Public
in and for said County.
My commission expires July 4, 1963.

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the Hunter Loan, Earlham, Iowa a corporation, duly incorporated under the laws of the State of Iowa, agrees that the easements for the purpose of constructing and maintaining improvements covered by this agreement, granted Madison County Soil Conservation District, State of Iowa, in and to the premises described in this instrument, shall be superior to the lien of the mortgage recorded in Book 107, Page 341 of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

Hunter Loan Company
By R. B. Hunter

STATE OF IOWA COUNTY OF MADISON ) SS:

On this 13th day of December, 1961, A.D., before me Hazel M. Ross a Notary Public in and for said County, personally appeared R. B. Hunter to me personally known, who being by me duly sworn did say that they are the President and - - respectively, of the said Hunter Loan a corporation duly organized under the Laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said R. B. Hunter and - - acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

NOTARIAL SEAL

Hazel M. Ross Notary Public
in and for said County.
My commission expires July 3, 1963.