Deed Record, No. 91, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

Rex R. Shambaugh & wife
To
Madison County Soil
Conservation District

#4552

Fee $2.50 VJS

EASEMENT

Filed for record the 14 day of December A. D. 1961 at 4:09 o'clock P. M.

Mary E. Welty, Recorder

For and in consideration of One Dollar ($1.00) and other good and valuable considerations

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

the receipt whereof is hereby acknowledged, Rex R. Shambaugh Booneville, Iowa Anna Lee Shambaugh Booneville, 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 following described land situated within the Badger Creek Watershed, located in the County of Madison, State of Iowa, to-wit:

NW¼ SW¼ Sec. 11, T77N, R27W.

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: None

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 NW¼ SW¼ Sec. 11, T77N, R27W, resulting from a floodwater retarding structure located in SW¼ SW¼ Sec. 12, and SE¼ SE¼ Sec. 11, T 77N, R 27W.

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 parties 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.

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 constructedor 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 14th day of December 1961.

Rex R. Shambaugh
Anna Lee Shambaugh
(Signature of Grantor(s)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 14 day of December, 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

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

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.