Deed Record, No. 91, Madison County, Iowa

Eugene M. & Florence Pomeroy
To
Madison County Soil
Conservation District

#29

Fee $4.50

Filed for record the 3 day of January A. D. 1962 at 2:30 o'clock P. M.

Mary E. Welty, Recorder

EASEMENT

For and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Eugene M. Pomeroy Booneville, Iowa Florence Pomeroy 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 the following described land situated within the Badger Creek Watershed, located in the County of Madison State of Iowa, to-wit:

East 120 acres of SW¼ Sec. 13, T 77N, R 27W

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: O'Dea Finance Co. Equitable Life Assurance Society of United States

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:

Grade stabilization structure located in the E½ SW¼ and W½ SE¼ SW¼ Sec. 13, 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

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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 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 14 day of December 1961.

Eugene M. Pomeroy
Florence Pomeroy
(Signature of Grantor(s)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF MADISON)SS.

On this 14 day of December, 1961, A.D., before me, a Notary Public, personally appeared Eugene M. Pomeroy and Florence Pomeroy, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

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

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the The Equitable Life Assurance Society of The United States a corporation, duly incorporated under the laws of the State of New York, 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

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of the mortgage recorded in Book 106, Page 577, of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

(CORPORATE SEAL)

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES
By E. E. McLean - 2nd Vice President
E. E. McLean

STATE OF NEW YORK COUNTY OF NEW YORK) SS:

On this 28th day of December, 1961, A.D., before me Edward J. Bligh, a Notary Public in and for said County, personally appeared E. E. McLean to me personally known, who being by me duly sworn did say that he is the Second Vice President of the said The Equitable Life Assurance Society of the United States a corporation duly organized under the Laws of the State of New York, 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 E. E. McLean acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(NOTARIAL SEAL)

Edward J. Bligh Notary Public
in and for said County.
EDWARD J. BLIGH
Notary Public, State of New York No. 24-5344925
Qualified in Kings County
Certificate Filed New York County Clerk
Term Expires March 30, 1962.

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the O'Dea Finance Company Des Moines, 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 104, Page 478, of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

(NO SEAL)

O'Dea Finance Company
By F. A. Stewart Exec. Vice Pres.

STATE OF IOWA COUNTY OF POLK) SS:

On this 18 day of December, 1961, A.D., before me Dean C. Smith, a Notary Public in and for said County, personally appeared F. A. Stewart and - -, to me personally known, who being by me duly sworn did say that they are the Exec. Vice President and - - Respectively, of the said O'Dea Finance Co. 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 - - and - - acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

NOTARIAL SEAL

Dean C. Smith Notary Public
in and for said County.
My commission expires 7-4-63