FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

Lloyd F. & Hilda A. Golightly
To
Madison County Soil
Conservation District

#747

Fee $3.50 √F.L

EASEMENT

Filed for record the 27 day of February A. D. 1962 at 4:30 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, Lloyd F. Golightly Van Meter, Iowa Hilda A. Golightly 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:

S½ of the NW¼ Section 9, 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: Bankers Life Company 711 High Street, Des Moines, 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:

> Temporary detention, located in the SW¼ of the SE¼ of the NW¼ Sec. 9, T77N, R27 W, connected with the Badger Creek Watershed grade stabilization structure designated in the Badger Creek Watershed work plan as 49-1 located in the NE¼ SW¼ and the NW¼ SE¼ Sec. 9, T77N, R27 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 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 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 19th day of February, 1962.

Lloyd F. Golightly
Hilda A. Golightly
(Signature of Grantors)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 19th day of February, 1962, A.D., before me, a Notary Public, personally appeared Lloyd F. Golightly and Hilda A. Golightly to me known to be the persons named in and who executed the foregoing instrument, and acknowledges that she executed the same as her 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 Bankers Life 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

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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 103, Page 344, of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

BANKERS LIFE COMPANY
By H. F. Dean
(H. F. Dean - Vice President & Treasurer)
By Blaine A. Davis
(Blaine A. Davis - Mortgage Secretary)

(CORPORATE SEAL)

STATE OF IOWA COUNTY OF POLK) SS:

On this 23rd day of February, 1962, A.D., before me Jennie A. Weible a Notary Public in and for said County, personally appeared H. F. Dean and Blaine A. Davis to me personally known, who being by me duly sworn did say that they are the Vice-President & Treasurer and Mortgage Secretary respectively, of the said Bankers Life Company 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 H. F. Dean and Blaine A. Davis acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Jennie A. Weible Notary Public
in and for said County.
JENNIE A. WEIBLE
Notary Public in and for Polk County, Iowa
My commission expires July 4, 1963.

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