Deed Record, No. 91, Madison County, Iowa

F. J. McAllister et al
To
Madison County Soil
Conservation District

#1142

Fee $3.50

Filed for record the 3 day of April A. D. 1962 at 11:30 o'clock A. 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, F. J. McAllister Booneville, Iowa Alice A. McAllister 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:

W½ SE¼, W½ SW¼ and SE¼ SW¼ Section 24, 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: Federal Land Bank of Omaha

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 waterway located in NW¼ SW¼ Sec. 24, T 77N, R 27W, extending from the east edge of tract in a westerly direction to the west edge of the tract.
Structural waterway located in S½ SW¼ Sec. 24, T 77N, R 27 W, extending from the north edge of tract in a southwesterly direction to the west edge of the tract. This easement includes land along and adjacent to the existing watercourse and extending 100 feet on either side of present existing gully.

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,

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

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 20 day of January 1962.

F. J. McAllister
Alice A. McAllister
(Signature of Grantors)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 20 day of January, 1962, A.D., before me, a Notary Public, personally appeared F. J. McAllister and Alice A. McAllister 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)

Leo F. King Notary Public
in and for said County.

EASEMENT PRIORITY AGREEMENT 58216 I 170

For valuable consideration, The Federal Land Bank of Omaha declares that the lien of its mortgage(s) is inferior to the easement for the purpose of constructing and maintaining improvements in Badger Creek Watershed Project, Madison County, Iowa, granted the Madison County Soil Conservation District, State of Iowa, in and to the following described premises:

Structural waterway located in the NW¼SW¼ of Section 24, Township 77 North, Range 27, West of the 5th P.M., extending from the east edge of tract in a westerly direction to the west edge of the tract.

Structural waterway located in S½SW¼ of Section 24, Township 77 North, Range 27, West of the 5th P.M., extending from the north edge of tract in a southwesterly direction to the west edge of the tract. This easement includes land along and adjacent to the existing watercourse and extending 100 feet on either side of present existing gully.

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

Containing approximately 9 acres, more or less, in Madison County, Iowa.

Said mortgage being recorded in Book 98, page(s) 87, of the Mortgage Records of Madison County, State of Iowa;

Said mortgage(s) is(are) to retain its(their) original priority as to all other property described therein not above described as being included in said easement.

In testimony whereof, The Federal Land Bank of Omaha, a corporation, has caused these presents to be executed by its Asst. Vice President and its corporate seal to be affixed hereto March 22, 1962.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA
By Arthur C. Buffington
Arthur C. Buffington - Asst. Vice President
Attest A. K. Jones
A. K. Jones - Asst. Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS) SS.

On March 22, 1962, before me, Clara Rasmussen, a Notary Public in and for Douglas County Nebraska, personally appeared Arthur C. Buffington, to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is Asst. Vice President of The Federal Land Bank of Omaha; that the seal affixed to said instrument is the corporate seal of The Federal Land Bank of Omaha; that said instrument was signed and sealed in behalf of The Federal Land Bank of Omaha by authority of its Board of Directors, and the said Arthur C. Buffington acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

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

NOTARIAL SEAL

Clara Rasmussen
Clara Rasmussen Notary Public
in and for Douglas County, Nebraska.
My commission expires June 24, 1966.