

Compared

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 2851 Filed for Record this 2 day of June 19 76 at 4:40
Book 31 Page 143 Recording Fee 4.50 Mary E. Welty, Recorder, By M. E. Deputy

IND. ✓

REC. ✓

PAGE ✓

EASEMENT

MGI

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Chester C. Haymond

Winterset, Iowa

Mary R. Haymond (Wife)

Winterset, Iowa

Merle L. Haymond

Winterset, Iowa

Kathryn V. Haymond (Wife)

Winterset, Iowa

does hereby grant, bargain, sell, convey and release unto Floyd Eivins 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 to-wit:

An area 160 feet wide (north and south) and not to exceed 90 feet west from the east property line fence. The area's southeast corner is located approximately 285 feet north of the southeast corner and the entire area is located within the northeast one-fourth of the northwest one-fourth section 32 T75N-R29W of the 5th P.M.

for the purposes as stated under "A" below, and the Grantors covenant that they are the owners in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character.

- 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:

Grade stabilization structure located within the northwest one-fourth and the southwest one-fourth of the northeast one-fourth section 32 T75N-R29W of the 5th P.M.

1. This easement is valid only for water levels, both permanent and temporary as prescribed by the construction plans of the U.S. Soil Conservation Service at the time of original construction and shall be null and void at such time as the water levels are raised by further construction.
2. The area to be flooded will be filled with earth so that permanent water depth does not exceed two feet at any point on the Grantors' property.
3. All construction costs will be borne by the Grantee.
4. 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.

5. The Grantors reserve 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.
6. The Grantors 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.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantors, 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 Grantors have executed this instrument on the 2nd day of June, 19 76.

<u>Chester C. Haymond</u> (SEAL) Chester C. Haymond	<u>Merle L. Haymond</u> (SEAL) Merle L. Haymond
<u>Mary R. Haymond</u> (SEAL) Mary R. Haymond (Wife)	<u>Kathryn V. Haymond</u> (SEAL) Kathryn V. Haymond (Wife)

CERTIFICATION OF ACKNOWLEDGMENT

State of Iowa }
County of Madison } SS.

On this 2nd day of June, 19 76, A.D., before me, a Notary Public, personally appeared Chester C. Haymond, Mary R. Haymond, Merle L. Haymond, and Kathryn V. Haymond to me known to be the persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Roxanne Johnson
NOTARY PUBLIC IN AND FOR SAID COUNTY
expiration date of Sept. 30, 1976