

100
EXHIBIT 3EASEMENT

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

Bar Farms Inc.

(NAME)

RR Winterset, Iowa

(ADDRESS)

(NAME)

(ADDRESS)

, Grantor(s)

do hereby grant, bargain, sell, convey and release unto

State of Iowa

(NAME)

of

(ADDRESS)

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:
The North 1/2 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 14, Township 77 North, Range 27 West of the 5th P.M., in Madison County, Iowa.

In granting this easement, it is understood by the Grantors that they do not claim any right of access, by land or water to the state owned adjoining land.

Total consideration to be \$650.00.

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:

Easement to Northern Gas Products Company, dated May 18, 1961, filed May 25, 1961, in Deed record Book 90 Page 351,

(Easement assigned to Hydrocarbon Transportation, Inc., dated Jan. 1, 1967, filed Mar. 20, 1968, in Deed record Book 96 Page 104).

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:

For construction of Structure M-1-A on the above mentioned lands, to a elevation of 925.9 mean sea level, said land located in the Badger Creek Watershed, in Madison County, Iowa.

and for the operation, inspection, and maintenance of said area to be flooded.

The State of Iowa agrees to install and maintain any fence required by any governmental agency or governing body for the protection of the permanent pool of water on said land. Grantor agrees to permit location of said fence in accordance with the regulations or order of the entity requiring same and to permit entry on said land, by authorized representative of grantee, for the purpose of installing and maintaining such fence.

Before said fence is installed the State of Iowa will purchase from the grantor or its assigns, the necessary required area to meet the possible future requirement, at a fair market value thereof.

FILED NO.
BOOK 100 PAGE 345

1971 DEC 28 PM 1:41

MARY E. WELTY 1742
RECORDER
MADISON COUNTY, IOWA 2pgs.
Jan 4 50

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 _____ 19____.
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 28th day of December, 1971.

By Merritt C. Baur (SEAL) By R. Edward Baur (SEAL)
 (SIGNATURE OF GRANTOR(S)) (SIGNATURE OF GRANTOR(S))
 Merritt C. Baur, President R. Edward Baur, Vice-President
 (SEAL) (SEAL)
 (SIGNATURE OF GRANTOR(S)) (SIGNATURE OF GRANTOR(S))

CERTIFICATE OF ACKNOWLEDGEMENT

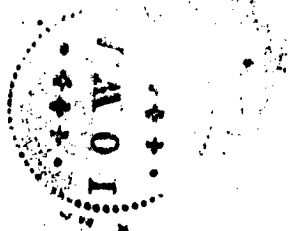
STATE OF IOWA

.....)S
 MADISON.....County)S

On this 28th.....day of December,.....A.D., 1971, before me, Harry F. Anderson.....a Notary in and for said Madison....County, Iowa, personally appeared.....

Merritt C. Baur & R. Edward Baur..to me personally known, who being by
 (sworn ~~not~~)
 me duly/~~affirmed~~ did say that they are the President and Vice-President..Respectively.. of said Baur Farms, Inc. that

(X no seal has been procured by the said (XXXXXX), and
 that said instrument was signed and sealed on behalf of the said
 (Corporation) (Directors)
(XXXXXX) by authority of its Board of (XXXXXX)
 and the said Merritt C. Baur & R. Edward Baur. acknowledged the execution
 (Corporation)
 of said instrument to be the voluntary act and deed of said (XXXXXX)
 by it voluntarily executed.



Harry F. Anderson
 Notary Public in and for said County

Robert Armstrong
 Iowa Code Council State Office Bldg, D M. 50319