

EXHIBIT 2
Rev. June 1, 1964EASEMENT

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

Robert Spain, contract purchaser
(NAME)

Robert G. Riley + Mary Ann Riley (wife)
contract holder

Dorothy Spain (wife)
(NAME)

2834 Forest Drive, Des Moines, Iowa
(ADDRESS) 50312

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

Madison County

Soil Conservation District of
(NAME)

Winterset, Iowa
(ADDRESS)

(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:

E $\frac{1}{2}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 10, T 77N, R 26 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:

*Mortgage to Ego Life Insurance Society - March 17 1970
Book 115 p. 285.*

- 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 and drainage conduit on the above named land

1207

FILED NO. 1207
BOOK 120 PAGE 412

3PM 1972 AUG 18 PM 4:02

- 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, 19 86.
- 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.
- 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.
- The Grantor(s) shall be responsible for written notification to any present tenant 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 located.

IND. ☒
REC. ☒
PAGE ☒

CP-30764

5. The Grantor(s) shall protect all conservation improvements 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 ^{25th} 20th day of January

19 72

Robert Spain (SEAL)
(SIGNATURE OF GRANTOR(S))
Dorothy Spain (SEAL)
(SIGNATURE OF GRANTOR(S))

Dorothy Spain

Mary Ann Riley (SEAL)
(SIGNATURE OF GRANTOR(S))
Robert G. Riley (SEAL)
(SIGNATURE OF GRANTOR(S))
Robert G. Riley

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa)

County of MADISON) SS.

On this 20 day of JANUARY, 19 72 A.D., before me, a Notary Public, personally appeared ROBERT SPAIN and DOROTHY SPAIN, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.

STATE OF IOWA)
COUNTY OF MADISON) SS:
(NOTARIAL SEAL)

Subscribed and sworn to before me and in my presence by the said Robert G. Riley and Mary Ann Riley this 15th day of February, 1972.

Doris L. Schirmer
Notary Public

My commission expires July 4, 1972

FL68941

EXHIBIT 6

SUBORDINATION AGREEMENT

On this 17th day of May, 19 72, the undersigned, a Corporation, duly incorporated under the laws of the State of New York, being the holder of a mortgage, deed of trust, or other lien recorded in the office of the Recorder, County of Madison, State of Iowa, in Book 115 at page 285 now outstanding against all or part of the land described in the easement executed on January 20, 1972, by Robert

Spain and Dorothy Spain, Cumming, Iowa and on February 15 by
(NAMES OF GRANTORS OF EASEMENT)

Robert G. Riley and Mary Ann Riley

to Madison County Soil Conservation District

(NAMES OF SPONSORING LOCAL ORGANIZATION)

Winterset, Iowa

for the purpose of constructing and maintaining the improvements described in the above executed easement, and in consideration of the benefits to accrue to the land described in said recorded lien instrument, hereby agrees that said lien is and shall be subject and subordinate to the rights and privileges granted by said easement.

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By: [Signature]
K. J. Binkley Assistant Vice President

~~Attest:~~

State of New York)
County of New York) SS

On this 17th day of May, 1972, A.D., before me William A. Muller

K. J. Binkley, a Notary Public in and for said County, personally appeared

K. J. Binkley ~~and~~ he is to me personally known, who being by me duly sworn did say that ~~they are~~ he is the Assistant Vice President ~~of~~ of the United States ~~respectively~~ of the United States of the said The Equitable Life Assurance Society/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

K. J. Binkley ~~and~~ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(Corporation)

[Signature]
(NOTARY PUBLIC IN AND FOR SAID COUNTY)

WILLIAM A. MULLER
Notary Public, State of New York
Qualified in Nassau Co. No. 30-8056190
Cert. Filed in New York County
Commission Expires March 30, 1974

