

Deed Record, No. 93, Madison County, Iowa

MARSHALL PRINTING CO., MARSHALLTOWN, IOWA 52302

Francis Roach et al
To
Madison County Soil
Conservation District

#591

Fee \$4.50 ✓

EASEMENT

Filed for record the 20 day of February
A. D. 1964 at 11:30 o'clock A. 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, Francis Roach (Single) Cumming, Iowa Loretta Ella Roach (Widow) Clarinda, Iowa Clara Roach Cross 934 7th St. Des Moines, Ia. 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:

W 140 Ac. of SW $\frac{1}{4}$ Sec. 11, T 77N, R 26W.

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 all all incumbrances and liens of whatsoever character except the following: Madison County, Iowa (Institutional Lien) State of Iowa, Under Old Age Assistance Law

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:

Permanent storage and temporary detention located in the northeast corner of the above named tract. Resulting from flood retarding structure designated as 19-5 in the Badger Creek Watershed work plan.

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 Grantors and any other land of the Grantors adjoining said land.

3. The Grantors 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.

~~3. The Grantors 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 Grantors 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.

Deed Record, No. 93, Madison County, Iowa

MARSHALL PRINTING CO., MARSHALLTOWN, IOWA 52302

- 5. The Grantors 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 Grantors of the "Beginning date of construction operations" in order that the Grantors may, when desired, salvage crops, fences, bridges, culverts, and make other arrangements as desired.
- 7. The Grantors 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 Grantors within ten days after the Grantors receives notice of the "Beginning date of construction operations" as provided under 6 above, unless otherwise notified by the Grantee.
- 9. The Grantors 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 Grantors shall re-establish or construct permanent fences as he, she, they determine necessary after planned improvements have been installed. However, such fences to be re-established or construed 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 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 has executed this instrument on the 14th day of January 1964.

Francis Roach
Francis Roach
Clara Roach Cross
Clara Roach Cross

Francis Roach Gdn.
Francis Roach Guardian of
Loretta Ella Roach

Signature of Grantors

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 14 day of January, 1964, A.D., before me, a Notary Public, personally appeared Francis Roach, Francis Roach, Guardian and Clara Roach Cross, 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)

Arleta M. Bruns
Arleta M. Bruns Notary Public
in and for said County.

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the State Department of Social Welfare, State of Iowa agrees that the easements for the purpose of constructing and maintaining improvements covered by this agreement, granted Madison County Soil Conservation District, State of Iowa, in and to the premises described in this instrument, shall be superior to the lien recorded in Old Age Pension Record 3, Page 549 of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

Attest: R. H. Whitlatch
R. H. Whitlatch, Secretary

State Board of Social Welfare
State of Iowa
By Lawrence Putney
Lawrence Putney, Chairman

Deed Record, No. 93, Madison County, Iowa

MARSHALL PRINTING CO., MARSHALLTOWN, IOWA 52302

STATE OF IOWA COUNTY OF POLK) SS.

On this 4th day of February, 1964, A.D., before me Ralph Peacock, a Notary Public in and for said County, personally appeared Lawrence Putney and R. H. Whitlatch, to me personally known, who being by me duly sworn did say that they are the Chairman and Secretary respectively, of the said State Department of Social Welfare, State of Iowa a Board of the State of Iowa, and the said Lawrence Putney and R. H. Whitlatch acknowledged the execution of said instrument to be the voluntary act and deed of said Board by it voluntarily executed.

(NOTARIAL SEAL)

Ralph B. Peacock
Ralph Peacock Notary Public
in and for said County.

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the Madison County, Iowa, Board of Supervisors agrees that the easements for the purpose of construction and maintaining improvements covered by this agreement, granted Madison County Soil Conservation District, State of Iowa, in and to the premises described in this instrument, shall be superior to the lien recorded in Institutional Lien Register of the records of the office of the Auditor of Madison County, Iowa, at Winterset, Iowa.

Madison County, Iowa, Board of Supervisors
By Don Beeler
Don Beeler Chairman

STATE OF IOWA COUNTY OF MADISON) SS:

On this 13th day of February, 1964, A.D., before me Arleta M. Bruns, a Notary Public in and for said County, personally appeared Don Beeler to me personally known, who being by me duly sworn did say that he is the Chairman of the said Madison County, Iowa, Board of Supervisors duly organized under the Laws of the State of Iowa and the said Don Beeler Chairman, acknowledged the execution of said instrument to be the voluntary act and deed of said Board by it voluntarily executed.

NOTARIAL
SEAL

Arleta M. Bruns
Arleta M. Bruns Notary Public
in and for said County.