

Deed Record, No. 93, Madison County, Iowa

MARSHALL PRINTING CO., MARSHALLTOWN, IOWA 52302

Clarence C. Conner et al	#2619	Filed for record the 11 day of Sept.
To		A. D. 1964 at 9:30 o'clock A. M.
Madison County Soil	Fee \$3.50	Mary E. Welty, Recorder
Conservation District		Shirley G. Henry, Deputy
	<u>EASEMENT</u>	

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Clarence C. Conner, single Cumming, Iowa, Michael J. Conner, single Cumming, Iowa, Austin T. Conner & wife, Shirley R. Conner, Cumming, Iowa Grantors 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:

N½ NE¼ Sec. 27, W½ NW¼, SE¼ NW¼, SW¼ NE¼, NW¼ SE¼, Sec. 26,
T 77 N, R 26W.

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 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: Grade stabilization structure, permanent storage, temporary detention and structural waterway located in the N½ NE¼ Sec. 27 and the NW¼ NW¼ Sec. 26, T 77N, R 26W. Permanent storage and temporary detention located in the NW¼ of the SE¼ Sec. 26, T 77N, R 26W.

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

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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.

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 grantors 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 they determine 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 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 8th day of July, 1964.

Clarence C. Conner
Clarence C. Conner
Austin T. Conner
Austin T. Conner
Signature of Grantors

Michael J. Conner
Michael J. Conner
Shirley R. Conner
Shirley R. Conner
Signature of Grantors

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 8th day of July, 1964, A.D., before me, a Notary Public, personally appeared Clarence C. Conner; Michael J. Conner and Austin T. Conner and Shirley R. Conner, 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 Notary Public
in and for said County.
Arleta M. Bruns

My commission expires July 4, 1966

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EASEMENT PRIORITY AGREEMENT

For valuable consideration, The Federal Land Bank of Omaha declares that the lien of its mortgage is inferior to the easement for flowage purposes granted to Badger Creek Watershed, Madison County Soil Conservation District, Winterset, Iowa. An easement for or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the following described land; for the flowage of any water, in, over or through such works of improvements; 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:

N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27,
W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$; Section 26, Township 77
North, Range 26 W

Grade stabilization structure, permanent storage, temporary detention and structural waterway located in the

N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27, and the
NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 77 North, Range 26 West of
the Fifth Principal Meridian

Permanent storage and temporary detention located in the

NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 77 North, Range 26 West of
the Fifth Principal Meridian
All above lands located in Madison County, Iowa.

Said mortgage being recorded in Book 109, page 632 of the Mortgage Records of Madison County, State of Iowa;

Said mortgage is to retain its 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 Vice President and its corporate seal to be affixed hereto August 31, 1964.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA
By H. E. McEvoy
H. E. McEvoy, Vice President
Attest: K. B. Hopkins
K. B. Hopkins, Ass't Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS) SS.

On August 31, 1964, before me Geneva F. Seward, a Notary Public in and for Douglas County, Nebraska, personally appeared H. E. McEvoy, 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 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 H. E. McEvoy 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

Geneva F. Seward Notary Public
in and for Douglas County, Nebraska
My commission expires Oct. 19, 1968
GENEVA F. SEWARD