

Deed Record, No. 93, Madison County, Iowa

MARSHALLTOWN PRINTING CO., MARSHALLTOWN, IOWA 52302

Sec. 23 in Township

Hugo H. Howell & wife	#2464	Filed for record the 21 day of July
To		A. D. 1965 at 2:30 o'clock P. M.
Madison County Soil	Fee \$4.50	
Conservation District		Mary E. Welty, Recorder
	<u>EASEMENT</u>	

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Hugo H. Howell (husband) Cumming, Iowa Muriel W. Howell (wife) 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 of NW¼ and NW¼ of NE¼ of Sec. 24, and the NE¼ of the NE¼ and W½ of NE¼ of Sec. 23, T. 77N, 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: Northwestern Mutual Life Insurance Co., 508 Ins. Exchange Bldg., Des Moines, Iowa. Farmers Home Administration, USDA, Washington, D.C.

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

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impounded, stored or detained by such works of improvement: Flood water retarding structure designated as 14-3 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, 1970.

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 over routes and roadways and through gates designated by the grantors.

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 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.

5. The Grantors shall do nothing to damage any installed improvements in accordance with acceptable conservation methods.

6. The Grantee shall give at least 20 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 alter 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 20 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 including gates 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 any wise appertaining, unto the grantee, its successors and assigns, forever.

In Witness Whereof, the Grantors has executed this instrument on the 9th day of April, 1965.

Muriel W. Howell
Muriel W. Howell
Hugo H. Howell
Hugo H. Howell

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON) SS.

On this 9th day of April, 1965, A.D., before me, a Notary Public, personally appeared Hugo H. Howell and Muriel W. Howell, 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

SUBORDINATION AGREEMENT Loan No. F 272251

On this 18th day of May, 1965, the undersigned, a Corporation, duly incorporated under the laws of the State of Wisconsin, 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 106 at page 389 now outstanding against all or part of the land described in the easement executed on April 9, 1965, by Hugo H. Howell and Muriel W. Howell (husband and wife) Cumming, Iowa to Madison County Soil Conservation District, 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.

(CORPORATE SEAL)

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY
By Glenn W. Buzzard
Glenn W. Buzzard, Manager, Farm Mortgages
Attest: C. A. Westring
C. A. Westring, Assistant Secretary

STATE OF WISCONSIN COUNTY OF MILWAUKEE) SS.

On this 18th day of May, 1965, A.D. before me Marion Schaefer, a Notary Public in and for said County, personally appeared Glenn W. Buzzard and C. A. Westring to me personally known, who being by me duly sworn did say that they are the Manager, Farm Mortgages and Assistant Secretary respectively, of the said The Northwestern Mutual Life Insurance Company, a corporation duly organized under the laws of the State of Wisconsin 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 Trustees; and the said Glenn W. Buzzard and C. A. Westring acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(NOTARIAL SEAL)

Marion Schaefer Notary Public
in and for said County
My commission expires January 8, 1967.
Marion Schaefer

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting through the Farmers Home Administration, as owner of the following real estate mortgage executed by Hugo H. Howell and Muriel W. Howell, his wife (Mortgagor), recorded in the mortgage records of Madison County, Iowa:

<u>Date Recorded</u>	<u>Book Number</u>	<u>Page Number</u>
November 9, 1960	108	45

for valuable consideration does hereby subordinate its rights under said mortgage to the rights created by the following described instrument: Easement from Mortgagor to Madison County Soil Conservation District of Winterset, Iowa, dated April 9, 1965. No member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

WITNESS the due execution hereof this 9th day of July, 1965, pursuant to authority set forth in 6 CFR Part 372.

UNITED STATES OF AMERICA
By Gene L. Hoffman
Gene L. Hoffman, State Director

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STATE OF IOWA COUNTY OF POLK) SS:

I, C. Charlene Long, a Notary Public in and for the said County and State, hereby certify that on this 9th day of July, 1965, before me personally appeared Gene L. Hoffman, to me well known to be the State Director of the Farmers Home Administration, and acknowledged that he executed the foregoing instrument as the free act and deed of the United States of America, pursuant to authority duly conferred upon him for the uses and purposes therein set forth.

Witness my hand and seal this 9th day of July, 1965.



C. Charlene Long
C. Charlene Long Notary Public
My commission expires July 4, 1966
