

Deed Record No. 90, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 50437

EASEMENT

Harvey A. & Anna Marie Kirtley	{	Filed for record	November 17	19 61	
		at 10:00 o'clock	A. M.		
		#4256	Mary E. Welty	Recorder	
			Shirley G. Henry	Deputy	
TO Madison Soil Conservation District		Fee \$ 3.50	v JS		

EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Harvey A. Kirtley	Van Meter, Iowa
(Name)	(Address)
Anna Marie Kirtley	Van Meter, Iowa Grantor(s)

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

SE 1/4 Sec. 8, T. 77 N, R 27 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:

Mutual Benefit Life Insurance Co.
507 Shops Bldg., Des Moines, Ia.

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 located in the W 1/2 SE 1/4 Sec. 8 T77N. R. 27 W.
Structural waterway located in the W 1/2 SE 1/4 Sec. 8 T77N. R. 27 W, extending from the above structure west to west edge of the tract. This easement includes land along and adjacent to the existing watercourse and extending 100 feet on either side of the present existing gully.
Open channel located in the W 1/2 SE 1/4 Sec. 8 T 77N, R 27W.

- 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 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 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 Grantor(s) 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 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 20th day of February, 1961.

Harvey A. Kirtley	(SEAL)	(Signature of Grantor(s))	(SEAL)
Anna Marie Kirtley	(SEAL)	(Signature of Grantor(s))	(SEAL)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF MADISON ss.
On this 20th day of February, 1961, A. D., before me, a Notary Public, personally appeared Harvey A. Kirtley and Anna Marie Kirtley, 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. (NOTARIAL SEAL)

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

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration The Mutual Benefit Life Insurance Company, a corporation, duly incorporated under the laws of the State of New Jersey, agrees that the easement 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 of the mortgage recorded in Book 101, Page 201 of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

Attest: Alfred P. Stempel
Alfred P. Stempel,
(CORPORATE SEAL) Assistant Secretary
THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
By Ira S. Hoddinott
Ira S. Hoddinott Vice President

STATE OF IOWA COUNTY OF STORY) SS:
On this 9th day of November, 1961, A.D., before me Lenore N. Williams, a Notary Public in and for said County, personally appeared Ira S. Hoddinott and Alfred P. Stempel, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary respectively, of the said The Mutual Benefit Life Insurance Company a corporation duly organized under the Laws of the State of New Jersey, 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 Ira S. Hoddinott and Alfred P. Stempel acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Lenore N. Williams Notary Public
in and for said County.
My commission expires July 4, 1963.

