J.M.Robbins) Filed for record the 9th day of Aug A.D.1916,at 9:27 o'clock A.M.
to Jeannette E.Beck.Recorder.
City of Winterset) Fee,$.80 ✓
Agreement # 2132

This Article of Agreement made and entered into this 18 day of May,1916,by and between J.M.Robbins and Thankful A.Robbins,husband and wife,of Madison County,Iowa,parties of the first part,and the City of Winterset,in the County of Madison and State of Iowa, party of the second part,witnesseth:

That whereas,the said party of the second part has purchased of and from the parties of the first part,a certain tract of land located at or near the center of the northwest fractional quarter (¼) of section 7 in township 75 north,of range 27 west of 5th,P.M.in Madison County,Iowa,for the purpose of developing a water supply for the use of the said second party and contemplate constructing thereon a pumping station for the purpose of supplying said city with water,and

Whereas,it is necessary for the party of the second part to lay and maintain a water pipe or main from said pumping station to said city and connect the same to the water mains now in use in said city,now,

Therefore,it is herein and hereby agreed by and between the parties hereto,that in consideration of the agreements herein named,to be kept and performed by the party of the second part,the said party of the second part is hereby granted the right and authority to lay and maintain,in the usual method,a water pipe or main,upon,along and over the land belonging to the parties of the first part,as follows,to-wit: Said water pipe or main shall start at the pumping station located upon the land hereinbefore referred to,and from said pumping station it shall run in a south-westerly and westerly direction south of the dwelling house of parties of the first part,situated west of said pumping station,though or near the barn lot situated west of said dwelling,to a point on the Public Highway at or near the boundry line between the Townships of Scott and Lincoln in Madison County, Iowa,and across said Highway and upon along and across the land of the parties of the first part to a point at or near the south-east corner of the west half (½) of the north-

east quarter (¼) of the north-east quarter (¼) of section 12 in township 75 north, of range 28 west of 5th, P.M. Iowa.

For and in consideration of the right, power and authority herein granted by the parties of the first part to the party of the second part to lay and maintain the water pipe or main herein named and at the place herein described, the said party of the second part agrees to pipe water from said pipe line or main to the dwelling of said parties of the first part, above referred to, and also pipe the water from said pipe line or main to the stock tank located in or near the barn lot used in connection with said dwelling and also continue the same north across the highway to within the pasture on north side of road, and furnish said parties of the first part with water to the amount of 120,000 gallons per year, without charge therefor, the amount of water used to be determined by a meter which shall be read and registered once each year, at the close of each years service. If the parties of the first part shall have used during any one year a quantity of water in excess of 120,000 gallons, said parties of the first part shall pay the said party of the second part for all water used during any one year in excess of 120,000 gallons at the then current water rates of said city. The said J. M. Robbins has the priveledge of useing the tract of land purchased of him for a pumping station, for the ordinary use as a pasture, the said use thereof not to interfere with the use of said tract by the city for the purpose for which it was purchased.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED, that the said party of the second part is constructing an extension to its waterworks system, for the purpose of procuring an adequate supply of water for the purpose of supplying the public with water for general purposes, and in case said water supply fails to be sufficient to meet the demands for public purposes, or in case said water is or becomes contaminated and unfit for use by the public, for general use, then and in either event, the said party of the second part shall have the right to abandon said supply station and remove its pipe line or main from off the property of the parties of the first part, and the obligation herein incurred on behalf of the party of the second part to supply said parties of the first part with water, in any amount, shall cease and determine, and this contract shall be by that act terminated.

THIS AGREEMENT shall commence and be in full force and effect from and after the date hereof, and continue for a period of ninety-nine years, from and after the date hereof, unless sooner terminated by reason of the provisions herein contained, or by acts of the parties hereto expressly terminating the same. Provided, the said party of the second part shall have a reasonable time after the taking effect of the contract in which to construct and complete its waterworks extension project and make all necessary connections, before the obligation herein incurred to furnish the said first party with water shall become effective.

IN WITNESS WHEREOF the parties herein have set their hands hereto on the day and date above written.

THE CITY OF WINTERSET, IOWA,
By E. K. Cole Mayor.
Attest:
H. S. Ely Clerk.
Party of the second part.

(Corporate seal)

J. M. Robbins.
Thankful A. Robbins.
Parties of the first part.

State of Iowa, Madison County.) ss.

Be it remembered that on this 18th day of May, 1916, before me a Notary Public in and for Madison County, Iowa, personally came J.M.Robbins and Thankful A. Robbins, husband and wife, to me personally known to be the identical persons whose names are signed to the foregoing instrument as parties of the first part, and acknowledged the said instrument to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned. Witness my hand and official seal on the day and year last above written.

W. O. Lucas.
Notary Public in and for said County.

NOTARIAL SEAL