Albert W. Johnson to P.E. Murphy — Agreement

Filed for record the 13 day of March A.D. 1920 at 5 o'clock P.M.

Mettie E. Winship, Recorder
Winifred Whelon, Deputy
Fee $.60 # 1836.

This contract made and entered into at Winterset, Iowa, this 1st day of March A.D. 1920, between Albert W. Johnson and P.E. Murphy, witnesseth;

Whereas said Albert W. Johnson is the owner of the East half of the South East Quarter of Section Eleven in Township Seventy-five North, of Range Twenty-seven West of the 5th, P.M. Iowa, by purchase from H.V. Murphy under deed of even date herewith referring to this agreement, and the said P.E. Murphy is the owner of the West Half of the South West Quarter of Section Twelve of said Township and Range, and,

Whereas a right to use water from a well on the eighty acre tract first above described is reserved by the said P.E. Murphy in a certain warranty deed by him executed to H.V. Murphy on March 25th, 1916, and recorded in Deed Record 58 page 244 of Madison county, Iowa, conveying an undivided one-seventh of the land first above described, and,

Whereas it is desired by the parties hereto to have an understanding of their respective rights in the matter of the use of such water, and,

Therefore it is agreed by said parties as follows;-

That the well referred to is the well situated near the East line of the North forty of the said land owned by Albert W. Johnson, and that P.E. Murphy's right to use water from said well is by an underground pipe leading across the highway to his land.

That the right of P.E. Murphy to use water from said well is subject to the prior right of Albert W. Johnson to use from said well such water as may be required on the farm of Albert W. Johnson.

That neither party will willfully or unnecessarily waste the water from said well.

That P.E. Murphy's right to so use the water from said well is on the express condition that he will keep the windmill and pump at said well in good repair at his own expense, however provided that if said mill be blown down by a storm each party shall pay half the expense of erecting the same.

This agreement shall bind the heirs, executors and assigns of both parties hereto.

Witness our hand on the date above written.

Albert W. Johnson
P.E. Murphy.

State of Iowa, Madison County SS: On this 11th day of March A.D. 1920, before me the undersigned a notary public, within and for said county personally appeared Albert W. Johnson and P.E. Murphy, to me personally known to be the identical persons whose names are affixed to the within agreement and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal this day and date last above written.

NOTARIAL SEAL

Sam C. Smith
Notary Public in and for said County