

REC \$ 20⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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BOOK 142 PAGE 201
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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INDEXED ✓
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Prepared By: Dean R. Nelson, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

WATERLINE EASEMENT

Comes now Walter W. Heimberger and Lois J. Heimberger, husband and wife, of Earlham, Madison County, Iowa, hereinafter referred to as First Party; and John K. Heimberger and Ann L. Heimberger, husband and wife, of R. R., Dexter, Madison County, Iowa, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, First Party owns and has title of record to that real estate located in Madison County, Iowa, and described as follows, to-wit:

- A. The South Half (S $\frac{1}{2}$) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT the West 770 feet of the South 1473 feet of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.
- B. The West 770 feet of the South 1473 feet of the West One-half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa,

which real estate has been sold on real estate contract to John K. Heimberger and Ann L. Heimberger, husband and wife, said real estate contract being filed of record on November 2, 1992, in the Office of the Madison County Recorder in Book 130, Page 620, and;

WHEREAS, Second Party owns and has title of record to that real estate located in Madison County, Iowa, and described as follows, to-wit:

The West One-half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the West One-half (W $\frac{1}{2}$) of the East One-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) in Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa,

and

WHEREAS, Second Party is purchasing on real estate contract that real estate located in Madison County, Iowa, and described as follows, to-wit:

The West 770 feet of the South 1473 feet of the West One-half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa

said real estate contract being filed of record November 2, 1992, in the Office of the Madison County Recorder in Book 130, Page 628, and

WHEREAS, Second Party desires a perpetual easement for the purpose of installing a waterline located on the real estate owned by First Party for use on Second Party's real estate that has been purchased on real estate contract.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. That First Party for valuable consideration hereby acknowledges as received from Second Party, does hereby grant and assign to Second Party a permanent easement for the right to construct, install, maintain, repair and replace if necessary a waterline on the real estate owned by First Party, said easement being located as follows, to-wit:

A strip of land 30 feet in width, adjacent to and contiguous with the east side of the existing fence which runs from the Southwest corner of the West One-half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 17, to the Northwest corner of the West 770 feet of the South 1473 feet of the West One-half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa,

subject, however, to the following terms and conditions:

- A. Second Party expressly agrees to pay all costs incurred for the installation, construction, maintenance, repair and replacement of said waterline.
- B. Second Party expressly agrees to compensate First Party for all damages incurred to First Party's real property because of Second Party's installation, repair, maintenance and replacement of said waterline.

C. First Party grants the right of ingress and egress for maintenance, repair and replacement of said waterline and Second Party expressly agrees to compensate First Party for all damages resulting therefrom.

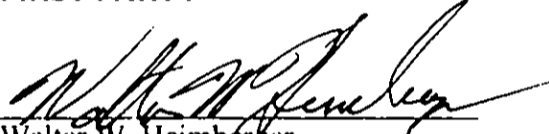
D. First Party, their heirs, successors, and assigns may use the easement for any purpose provided that they not use it so as to prevent the uninterrupted use of said easement by Second Party for the purpose for which the easement was created.

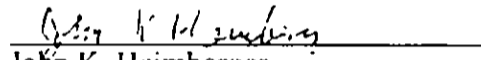
2. This easement shall constitute a covenant running with the real estate described herein, and shall be binding upon First Party and Second Party and their respective successors in interest, grantees and assigns.

IN WITNESS WHEREOF, First Party and Second Party have entered into this Agreement this 5 day of January, 2000.

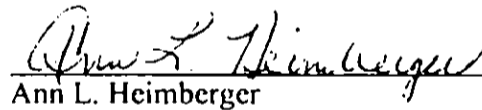
FIRST PARTY

SECOND PARTY


Walter W. Heimberger


John K. Heimberger

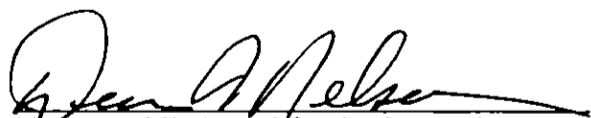

Lois J. Heimberger


Ann L. Heimberger

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 5 day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Walter W. Heimberger and Lois J. Heimberger to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.




Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
 MADISON COUNTY)

On this 10 day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John K. Heimberger and Ann L. Heimberger to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



J. Nelson

 Notary Public in and for the State of Iowa.