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BOOK 143 PAGE 361

2000 DEC 22 PM 1:16

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED _____

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

EASEMENT AGREEMENT

This Agreement between Robert Trausch, and Esther Traush, husband and wife, and Christine D. Madsen, a widow not since remarried, hereinafter referred to as First Party; and Margaret Weil, a widow not since remarried, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, Christine D. Madsen is the owner of the following described real estate, to-wit:

The East Fractional Half (E $\frac{1}{2}$) of the Northwest Fractional Quarter (NW $\frac{1}{4}$) EXCEPT Parcel "A" AND the Southwest Fractional Quarter (SW $\frac{1}{4}$) of the Northwest Fractional Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and that Robert Trausch is the contract purchaser of the real estate herebefore described. Said real estate contract being filed of record September 17, 1998, in the Office of the Madison County Recorder in Book 139, Page 615, and

WHEREAS, the above named Second Party, Margaret Weil, is the owner of the following described real estate, to-wit:

The Northwest Fractional Quarter (NW $\frac{1}{4}$) of the Northwest Fractional Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and

WHEREAS, First Party's are desirous of obtaining an easement from Second Party for the purpose of allowing water from a pond to back up onto the real estate owned by Second Party; and

WHEREAS, Second Party has agreed to allow water from the pond owned by First Party's to back up onto the real estate owned by Second Party.

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, Second Party does hereby give, grant and convey unto First Party's and onto their grantees, heirs, successors and assigns, an easement for the purpose of allowing water to back up onto the real estate owned by Second Party subject to the following terms and conditions:

1. First Parties expressly agree that the elevation of the water located on First Party's pond shall not be allowed to have a temporary pool that exceeds an elevation of 909 feet. In the event the temporary pool on the pond owned by First Parties reaches an elevation of 909 feet the spillway on said pond shall be constructed to allow all excess water to run over said spillway so the temporary pool shall not exceed 909 feet as herebefore set forth.

2. That Robert Trausch and Esther Trausch, husband and wife, agree to construct a pond, to construct a fence around the pond, and an access drive in the temporary pool all as provided in a separate Agreement executed by Robert Trausch and Esther Trausch, husband and wife, and Margaret Weil. That Robert Trausch and Esther Trausch, husband and wife, will be solely responsible for the construction of the pond, access drive in the temporary pool above the pond and the fence in accordance with the provisions as set forth in said Agreement.

3. Robert Trausch and Esther Trausch, husband and wife, agree to indemnify and save harmless Second Party against all loss and damage including damage to person, persons or property arising from any acts by, or negligence of the Trausch's their contractors, subcontractors, officers, agents, or employees while engaged in the construction of the pond herebefore described or any damages from water that flows from the pond in any manner whatsoever in the future which is not caused by an act of Second Party, their heirs, successors in interest, and assigns.

That Robert Trausch and Esther Trausch, husband and wife, their heirs, successors in interest, and assigns expressly agree to indemnify Second Party from any and all liability, loss or damage Second Party may suffer as a result of claims, demands, costs, or judgments against it arising from the construction of the pond or any water that flows from the pond in any manner whatsoever in the future.

4. Christine D. Madsen is signing this Easement Agreement as an accomodation in her capacity as contract seller. Christine D. Madsen shall not be responsible to the Second Party for indemnification for any claim, loss or damage arising from the pond construction and water flows.

IN WITNESS WHEREOF, the parties have set their hands this 13 day of October, 2000.

FIRST PARTY

SECOND PARTY

Christine D. Madsen
Christine D. Madsen

Margaret Weil
Margaret Weil

[Signature]
Robert Trausch

[Signature]
Esther Trausch

STATE OF IOWA)
) SS
MADISON COUNTY)

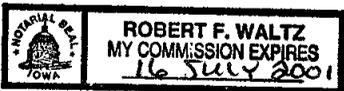
On this 18 day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Margaret Weil to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 13th day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christine D. Madsen to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

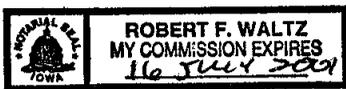


Robert F. Waltz
Notary Public in and for the State of Iowa.

(SEAL)

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 13th day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Trausch and Esther Trausch, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Robert F. Waltz
Notary Public in and for the State of Iowa.

(SEAL)