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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

✓ Prepared By: Dean R. Nelson, P.O. Box 370, Earlham, Iowa 50072 (515) 758-2267
Address Tax Statement: Thomas James Donnelly, 1326 Elmwood Avenue, Earlham, Iowa 50072.

EASEMENT

This Easement, is made and entered into this 27th day of September, 2001, by and between David D. Boyle, Ted K. Boyle, and Karen M. Jones as Executors of the Estate of Dale R. Boyle, deceased, hereinafter referred to as Grantors, and Thomas James Donnelly and Christy Charlotte Donnelly, husband and wife, hereinafter referred to as Grantees,

WITNESSETH:

Grantors are the owners of the following described real estate, to-wit:

The West One-half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Northwest Quarter of the Northwest Quarter of Section 23, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the West Quarter corner of Section 23, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence North 0°27'41" West, 1405.19 feet along the West line of the Northwest Quarter of said Section 23 to the Point of Beginning; thence North 0°27'41" West, 534.51 feet along the West line of the Northwest Quarter of said Section 23; thence South 89°53'57" East, 460.10 feet along an existing fenceline; thence South 0°26'02" West, 533.22 feet along an existing fenceline; thence South 89°56'22" West, 451.76 feet along an existing fenceline to the Point of Beginning. Said parcel contains 5.588 acres, including 0.405 acres of County Road right-of-way.

Grantees are the owners of the following described real estate, to-wit:

Parcel "A" located in the Northwest Quarter of the Northwest Quarter of Section 23, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the West Quarter corner of Section 23, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence North 0°27'41" West, 1405.19 feet along the West line of the Northwest Quarter of said Section 23 to the Point of Beginning; thence North 0°27'41" West, 534.51 feet along the West line of the Northwest Quarter of said Section 23; thence South 89°53'57" East, 460.10 feet along an existing fenceline; thence South 0°26'02" West, 533.22 feet along an existing fenceline; thence South 89°56'22" West, 451.76 feet along an existing fenceline to the Point of Beginning. Said parcel contains 5.588 acres, including 0.405 acres of County Road right-of-way,



The Grantor's real estate and the Grantee's real estate adjoin each other and share common boundary lines. A water well with appurtenant equipment situated on Grantors' property provides water service to the Grantee's real estate. Grantors and Grantees desire to ensure the continuity of water service to Grantee's real estate by means of an easement grant from Grantors to Grantees as herein provided.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, and the mutual covenants contained herein, Grantors hereby grant and convey to Grantees an easement and right of entry over and across the following described portion of Grantors' real estate, to-wit:

A strip of land 1 rod in width commencing approximately 305 feet South of the Southwest corner of Grantee's real estate herebefore described, thence East 38 feet (8 feet East of the right of way fence) to the well; thence Northeasterly following the water line from the well approximately 111 feet to a point 10 feet East of a grain bin (approximately 67 feet from the West boundary line); thence Northwesterly following the water line from the well approximately 50 feet to a point 6 feet from the boundary fence (approximately 36 feet from the West boundary line); thence Northeasterly following the water line from the well approximately 144 feet to a point 35 feet East of the boundary fence (approximately 65 feet East of the West boundary line), which point is located on the South boundary line of Grantee's real estate.

(Attached hereto is a drawing of the easement herebefore described).

1. The easement granted to Grantees shall be one rod in width and shall include the existing well, and all existing water lines. The center of the one rod easement shall be where the water line is located.
2. The easement granted to Grantees is for the purpose of drawing water from a well located within the easement boundaries and shall include the right to install, maintain, repair and replace such pipes, lines, pumps, motor, electric lines and appurtenant devises and equipment as are necessary to draw water from such well and transport such water to Grantee's real estate which is above described.
3. The easement grants to Grantees the exclusive right to draw water from such well. The easement is not to be construed in any way to guarantee Grantees a water supply.
4. If any damage to the surface of the ground within the easement boundaries results from the exercise of the easement or right of entry by Grantees, Grantees shall restore the surface and the Grantees shall be liable to pay for any damage to growing crops, fences, gates or other property belonging to Grantors or their successors in interest, or resulting from or occasioned by Grantees' exercise of the easement and/or right of entry.
5. In the event the well subject to this easement is no longer capable of providing water and is abandoned by the Donnellys, it is agreed between the parties this easement shall be null and void in all respects. Grantees agree that if the well is abandoned, all future water will be secured from their own real estate herebefore described.

6. This easement shall be deemed to be a covenant running with the title to Grantors and Grantees real estate and shall be binding upon the parties hereto, and upon their heirs, successors and assigns unless terminated as provided in paragraph 5; provided, however, that this agreement and the easement created hereunder may be amended or released at any time by mutual agreement for that purpose entered into between Grantors and Grantees, their heirs, successors, and assigns, duly executed and acknowledged and filed of record in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties have entered into this agreement the day and year above written.

GRANTORS

GRANTEES

ESTATE OF DALE R. BOYLE

David D. Boyle
David D. Boyle, Executor

Thomas James Donnelly
Thomas James Donnelly

Ted K. Boyle
Ted K. Boyle, Executor

Christy Charlotte Donnelly
Christy Charlotte Donnelly

Karen M. Jones
Karen M. Jones, Executor

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 10th day of September, 2001, before me, the undersigned a Notary Public in and for said state, personally appeared David D. Boyle, Ted K. Boyle, and Karen M. Jones to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons as such fiduciaries, executed the same as the voluntary act and deed of such persons and of such fiduciaries.



Dean Nelson
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 21 day of September, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas James Donnelly and Christy Charlotte Donnelly, 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.



Kristie D. Anker
Notary Public in and for the State of Iowa.

(SEAL)

Easement Diagram

NORTH



Road

South boundary of Grantee's real estate

Grantor's real estate

305' CENTER OF ROAD

30' 35'

Fence

Water line

30' 6'

Water line

30' 2' 40'

Grain bin

Water line

30' 8'

Well

Fence

Road

