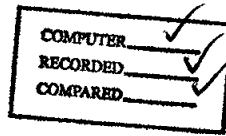


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REC \$ 20⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰



MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

ve
Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072 (515) 758-2267

WATER FLOWAGE AND WATER WELL EASEMENT

THIS EASEMENT, is made and entered into this 28th day of April, 2003 by and between Roger E. Howell, herein referred to as "Howell"; and Keith L. Wallace and Margaret Sue Wallace, husband and wife, herein referred to as "Wallace",

WITNESSETH:

Howell is the owner of the following described real estate, to-wit:

Parcel "B" in the Southwest Fractional Quarter of the Northwest Quarter (SW¹/₄ NW¹/₄) and the Southeast Quarter of the Northwest Quarter (SE¹/₄ NW¹/₄) of Section 30, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

Wallace is the owner of the following described real estate, to-wit:

The Fractional Northwest Quarter (Frl. NW¹/₄) of Section 30, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" thereof owned by Howell.

1. Howell's real estate and Wallace's real estate share common boundary lines. The South boundary line of the Wallace property is the North boundary line of the Howell property. Howell desires to construct a pond that will be situated on Parcel "B" owned by Howell. The grades of the pond are such that water could possibly back-up and overflow at locations on both the Howell real estate and the Wallace real estate. Howell and Wallace desire to ensure the existence of the foregoing arrangement by means of an easement grant from Wallace to Howell.

2. A water well with appurtenant equipment underneath a windmill is situated on the West edge of the Wallace real estate. An existing water service line runs under, through, across, and along said West edge of the Wallace real estate and continues into

the Howell real estate. By means of an easement grant, Wallace desires to permit Howell to use the water well situated underneath the windmill on the Wallace real estate and also the water service line used in conjunction therewith running under and along the West edge of the Wallace real estate.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration and the mutual covenants contained herein, Wallace hereby grants and conveys unto Howell an easement and right-of-way over, on, through, across and within the following described portion of the Wallace real estate for water back-up within and surface water flowage from the water pond constructed on the Howell real estate, to-wit:

The South 200 feet of the Wallace real estate located in the E $\frac{1}{2}$ Fr $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

NOW, THEREFORE, for other good and valuable consideration, and the mutual covenants contained herein, Wallace hereby grants and conveys unto Howell an easement and a right of entry over and across a 30 foot wide strip located on the West edge of the Wallace real estate described on page 1 of this agreement. The easement strip shall be 15 feet on either side of the existing water service line which runs from the water well located underneath the windmill situated on the West edge of the Wallace real estate to the North boundary of the Howell real estate. The easement strip shall also embrace the well.

- (a) The easement is for the purpose of Howell drawing water from a well located underneath the windmill located within the easement boundaries on the Wallace real estate and shall include the right to maintain, repair and replace such pipes, lines, pumps, motors and appurtenant devises and equipment as are necessary to draw water from such well and transport such water to the service line referred to herein to Howell's real estate which is described on page 1 of this agreement.
- (b) This easement does not grant Howell the exclusive right to draw water from such well nor the right to fence or enclose the easement premises. Wallace, their successors in interest, agents, tenants and assigns shall have the right to draw water from said well and use said well and water service line.
- (c) The easement is not to be construed in any way to guarantee Howell a water supply.
- (d) Howell shall pay all expense of maintaining, repairing, and if necessary replacing the well, line and any appurtenant equipment until the easement terminates. This provision shall not be construed to prevent Howell from seeking indemnification for

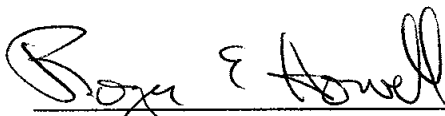
the expense of repairs and replacements attributable to the negligence of another party.

- (e) If any damage to the surface of the Wallace ground results from the exercise of the easement or right of entry by Howell, Howell shall restore the surface and Howell shall be liable and pay for any damage to growing crops, fences, gates or other property belonging to Wallace or their successors in interest, agents, or tenants resulting from or occasioned by Howell's exercise of this easement and/or right of entry.
- (f) This easement shall terminate upon occurrence of any one of the following:
 - (i) Howell ceases to use the well;
 - (ii) A well is installed on Howell's real estate; or
 - (iii) Howell's real estate receives permanent water service from a rural water supply or from some other source.


The easements granted herein shall run with the Wallace real estate and the Howell real estate described herein, and shall be binding on and inure to the benefit of Wallace's and Howell's successors in interest.

This agreement and the easements created herein may be amended or released at any time by appropriate agreement entered into for that purpose by and between Wallace and Howell, or their successors in interest. The amendment or release shall be duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

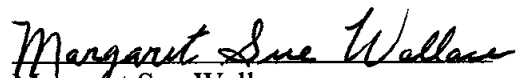
IN WITNESS WHEREOF, the parties herein have entered into this agreement the day and year above written.



Roger E. Howell



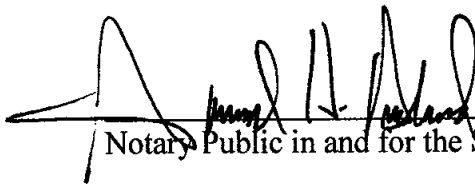
Keith L. Wallace



Margaret Sue Wallace

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 28th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Roger E. Howell, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

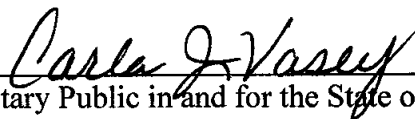


Notary Public in and for the State of Iowa.



STATE OF IOWA)
) SS
LINN COUNTY)

On this 22 day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Keith L. Wallace and Margaret Sue Wallace, 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.

