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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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

EASEMENT

This agreement is made and entered into this 15th day of ~~August~~ Sept, 1998, by and between Albert Charles Fagen and Pamela Crystine Fagen, husband and wife, of Madison County, Iowa, hereinafter referred to as First Party, and Michael H. Frey and Penny L. Frey, husband and wife, of Madison County, Iowa, hereinafter referred to as Second Party, WITNESSETH:

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

Parcel "E" located in the North Half of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Fractional Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 89°35'40" East along the South line of the North Half of the Northwest Quarter of said Section 7, 1397.18 feet; thence North 0°34'38" East along an existing fenceline; 427.47 feet; thence South 89°47'18" West along an existing fenceline, 501.00 feet to a point on the East line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7; thence North 0°08'17" West along an existing fenceline which is the East line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7, 885.42 feet to the Northeast corner of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7; thence South 89°21'31" West along an existing fenceline which is the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7, 923.17 feet to the Northwest corner of said



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Section 7; thence South 1°05'01" East along the West line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7, 1310.80 feet to the Point of Beginning. Said Parcel contains 32.391 acres, including 2.685 acres of County Road right-of-way.

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

Parcel "F" located in the Southeast Quarter of the Southwest Quarter of Section 6 and the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 0°05'36" West along the East line of the Northeast Quarter of the Northwest Quarter of said Section 7 which is an existing fenceline, 1319.97 feet to the North Quarter corner of said Section 7; thence North 0°05'39" East along the East line of the Southeast Quarter of the Southwest Quarter of Section 6, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, which is an existing fence-line, 1305.56 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 6; thence South 89°41'31" West along the North line of the Southeast Quarter of the Southwest Quarter of said Section 6 which is an existing fenceline, 1316.73 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 6; thence South 0°10'17" West along the West line of the Southeast Quarter of the Southwest Quarter of said Section 6 which is an existing fenceline, 1313.25 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 6; thence South 0°08'17" East along the West line of the Northeast Quarter of the Northwest Quarter of said Section 6 which is an existing fenceline, 885.42 feet; thence North 89°47'18" East along an existing fenceline; 986.06 feet; thence South 0°08'33" West along an existing



*Amendment 4-8-99
Deed Rec 141-310*

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fenceline, 425.79 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 7; thence North 89°35'41" East along the South line of the Northeast Quarter of the Northwest Quarter of said Section 7, 333.52 feet to the Point of Beginning. Said parcel contains 69.796 acres, including 0.311 acres of County Road right-of-way.

WHEREAS, Second Party desires a perpetual easement for the purpose of maintaining, repairing and replacing tile line and a tile outlet on the real estate owned by First Party.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. First Party for valuable consideration hereby acknowledged as received from Second Party, does hereby grant and assign to Second Party a permanent easement for the right to repair, maintain and replace tile line and a tile outlet located on the property owned by First Party, said easement being described as follows:

Tile line and a tile outlet located approximately 333.52 feet West, 385.46 feet North, 986.06 feet West, and approximately 35 feet North of the Southeast corner of the NE¼ of the NW¼ of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa. The tile line runs in a Westerly direction from this point approximately 220 feet to the tile outlet. The easement area includes the tile line that runs from the fence to and including the tile outlet.

Said permanent easement shall be subject to the following terms and conditions:

1. Second Party shall have the right to repair, maintain and replace the tile lines and the tile outlet on First Party's real property as herebefore described.

2. Second Party shall pay for all costs incurred for the repair, maintenance and replacement of said tile line and tile outlet.

3. Second Party shall restore the land to its then present condition after the tile line and tile outlet have been repaired, maintained and replaced by Second Party.

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4. First Party shall have possession, full use and enjoyment of the property owned by First Party, subject only to the rights granted to Second Party herein. Second Party, except for the rights granted to them herein, shall not interfere with the possession, use and enjoyment of the property owned by First Party, or their successors in interest.

5. This easement shall run with the land and shall be binding upon and inure to the benefit of Second Party's successors in interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands the day and year above written.

FIRST PARTY

SECOND PARTY

Albert Charles Fagen
Albert Charles Fagen

Michael H. Frey
Michael H. Frey

Pamela Crystine Fagen
Pamela Crystine Fagen

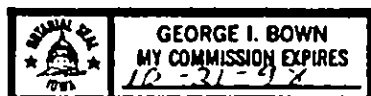
Penny L. Frey
Penny L. Frey

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 28th day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Albert Charles Fagen and Pamela Crystine Fagen 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.

George I. Bown
Notary Public in and for the
State of Iowa.

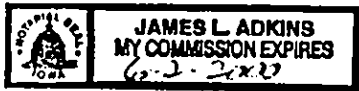
(S E A L)



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STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 1 day of ^{Sept}~~August~~, 1998, before me, the under-
signed, a Notary Public in and for the State of Iowa, personally
appeared Michael H. Frey and Penny L. Frey 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.



James L. Adkins

Notary Public in and for the
State of Iowa.

(S E A L)