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BOOK 139 PAGE 611

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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

WELL EASEMENT

Comes Now, Joseph and Susan Graney, hereinafter referred to as First Party; and Kenneth P. Wilder and Lois D. Wilder, husband and wife, hereinafter referred to as Second Party, WITNESSETH: *Wilder*

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

The North Ten (10) Acres of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Four (4), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, subject to Madison County Highway easement; and **excepting therefrom** the West 30 feet thereof and **excepting** the following described tract: Beginning at the Northeast corner of the Southeast Quarter (1/4) of said Section Four (4); thence on an assumed bearing of South 89 degrees 53'26" West along the North line of said Southeast Quarter (1/4) 398.71 feet; thence South 00 degrees 26'26" West 327.70 feet; thence North 89 degrees 53'56" East 398.71 feet; thence North 00 degrees 26'26" East 327.76 feet to the Northeast corner of said Southeast Quarter (1/4) and the point of beginning said excepted tract containing 3.00 Acres, more or less.



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

That part of a parcel described as: the North Ten (10) Acres of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Four (4), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, subject to an easement Thirty (30) feet in width off from the entire West side thereof, more particularly described as follows: That part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Four (4), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison county, Iowa, described as follows: Beginning at the Northeast corner of the Southeast Quarter (1/4) of said Section Four (4); thence on an assumed bearing of South 89 degrees 53'26" West along the North line of said Southeast Quarter (1/4) 398.71 feet; thence South 00 degrees 26'26" West 327.70 feet; thence North 89 degrees 53'56" East 398.71 feet; thence North 00 degrees 26'26" East 327.76 feet to the Northeast corner of said Southeast Quarter (1/4) and the point of beginning, said tract contains 3.00 Acres more or less and is subject to a Madison County Highway easement over the Northerly 0.37 Acres thereof and is subject to any encumbrances of record.

WHEREAS, Second Party desires a perpetual easement for the purpose of obtaining water from the well located on the real estate owned by first Party for use on second Party's real estate.

NOW, THEREFORE, it is agreed as follows:

1. First Party for valuable consideration hereby acknowledges as received from Second Party, does hereby grant and assign to Second Party a permanent well and waterline easement for the right to remove and transport water from the well located on the property owned by First Party, described as follows, to-wit:

A twenty foot strip of land commencing at the well located north and east of the dwelling on first party's real estate herebefore described thence in a easterly direction to the northwest corner of second party's real estate herebefore described. The easement runs east and west south of the county road and north of the lake.

subject, however, to the following terms and conditions:

A. Second Party shall have the right to remove water only for their personal use and for use on the real estate owned by Second Party herebefore described.

B. Second Party expressly agrees to install, maintain and replace their own electrical services lines, water lines and water pump and to pay all costs incurred therefor.

C. Second Party expressly agrees to pay their prorata share of the costs incurred for the maintenance, repair and replacement of said well. The prorata costs incurred shall be divided equally between the users of said well.

2. 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. That 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.

This easement shall be a permanent easement that shall run to the Buyers, their assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of September, 1998.

FIRST PARTY

SECOND PARTY

Joseph T. Graney
Joseph T. Graney

Kenneth P. Wilder
Kenneth P. Wilder

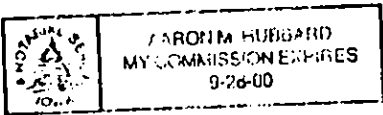
Karen L. Graney
KAREN L. GRANAY
SUSAN


Lois D. Wilder
Lois D. Wilder



STATE OF IOWA)
) SS:
MADISON COUNTY)

On this 3rd day of September, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph and Susan Graney 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.





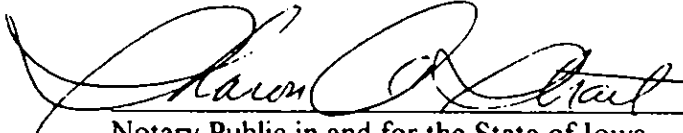
Notary Public in and for the State of Iowa

(SEAL)

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 4th day of September, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth P. Wilder and Lois D. Wilder 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

(SEAL)