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Lewis H. Jordan

P.O. Box 230

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MICHELLE UTSLER
RECORDER
515/462-3731 MADISON COUNTY, IOWA

EASEMENT AGREEMENT

WHEREAS, Micheal Schirm and Kristi Schirm, hereinafter referred to as "Schirms" are the owners of the following-described real estate, to-wit:

Parcel "A" in the Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, James Connelley Eller, hereinafter referred to as "Eller" is the owner of the following-described real estate, to-wit:

Parcel "B" in the Northeast Quarter (NE¹/₄) of Section 11, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southwest Corner of the Northeast Quarter (NE¹/₄) of Section 11, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence North 89°17'30" East 469.50 feet along the south line of the Northeast Quarter (NE¹/₄) of said Section 11 to the East right-of-way of U.S. Highway No. 169; thence North 15°53'48" West 518.00 feet along said East right-of-way to the Point of Beginning; thence continuing North 15°53'48" West 15.16 feet; thence North 01°20'25" West 802.48 feet along said East right-of-way; thence North 88°45'33" East 261.10 feet; thence South 02°38'11" West 822.90 feet; thence South 89°51'39" West 200.26 feet to the Point of Beginning containing 4.374 acres,; and

WHEREAS, the well serving the house located on Parcel "A" owned by Schirms is located on Parcel "B" owned by Eller; and

WHEREAS, the parties hereto agree that Parcel "A", when sold to Schirms, called for an easement to said well with Schirms to have a first priority on the water therefrom.

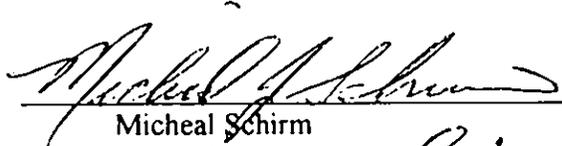
NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS:

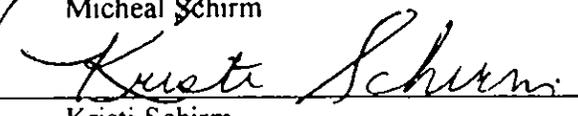
1) That Eller does hereby grant to Schirms an easement to the well located on Parcel "B" with the right to maintain, repair and replace the well, waterline and electric power lines to said well, with Schirms to have first priority on the water therefrom, which Easement shall be in effect until ninety (90) days after Rural Water becomes available to said Parcel A owned by Schirms.

2) Schirms shall have the responsibility of paying for the electric services for said well until such time as Eller shall start to use said well as a shared facility, at which time a separate pump or meter will be installed at Eller's expense.

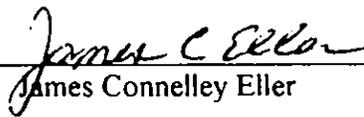
Dated this 10 day of June, 1999.



Micheal Schirm



Kristi Schirm



James Connelley Eller

STATE OF IOWA

SS

COUNTY OF MADISON

On this 10 day of June, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Micheal Schirm and Kristi Schirm**, 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.

Carol Kerker
Notary Public in and for the State of Iowa



STATE OF IOWA

SS

COUNTY OF MADISON

On this 23rd day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **James Connelley Eller**, 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.

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

