

REC 10⁰⁰
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R.M.F. 1⁰⁰

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FILED NO 3056
BOOK 138 PAGE 548

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EASEMENT

THIS EASEMENT made this 18th day of February, 1998, by and between CRAWFORD AND CRAWFORD, INC, an Iowa Corporation whose principal place of business is Adair, Iowa, hereinafter referred to as CRAWFORD, and ROBERTSON NEVITT and THOMAS J NEVITT, Perry, Iowa, hereinafter referred to as NEVITTS

WHEREAS, CRAWFORD is the owner of the following described real estate to wit

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) except a tract conveyed for road purposes 17½ feet wide and 2 rods long running in a diagonal direction across the Southwest corner thereof, and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) except the West 2 rods in width thereof, of Section Twenty-one (21), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P M, Madison County, Iowa (80 acres with two wells next to Hog Unit)

WHEREAS, NEVITTS are the owners of the following described real estate to wit

The North One-half (N ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) and the East Thirty Feet of the South One-half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), Section Twenty (20), Township Seventy-six (76) North, Range Twenty-eight (28), West of the 5th P M, Madison County, Iowa (Hog Unit)

WHEREAS, NEVITTS, are desirous of obtaining the right to use water from the present two wells located on CRAWFORD'S above described real estate, and to use and maintain the pipeline from said well to the above described real estate belonging to NEVITTS, and a right-of way of ten (10) feet wide on either side of said pipeline as now located to maintain said well, pump, waterline and equipment

NOW THEREFORE, CRAWFORD, in consideration of the sum of One and no/100 Dollars (\$1 00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to NEVITTS, their heirs, successors and assigns for a period of ten (10) years from the date of this instrument, an easement for the right to use water from the present two wells as located on CRAWFORD'S above described real estate and to use and maintain the pipeline from said wells to the above described real estate of NEVITTS and a right-of-way ten (10) feet wide on either side of the said pipeline as now located to maintain said well, pump, waterline and equipment

All costs of repairs, maintenance and pumping costs shall be paid by NEVITTS, their heirs, successors and assigns and NEVITTS shall pay for any damage to the land or crops of CRAWFORD caused by the repairs or maintenance of said easement

CRAWFORD shall have no costs in connection with the water well easement and no guarantee as to quality or quantity of water is made by CRAWFORD

This easement shall run with the land and shall be binding upon CRAWFORD, its successors and assigns for a period of ten (10) years from the date of this instrument

CRAWFORD and NEVITTS agree that at the end of the said ten (10) year period this easement shall be null and void and of no effect

IN WITNESS WHEREOF, CRAWFORD and NEVITTS have caused this instrument to be duly executed the year and date above written

CRAWFORD & CRAWFORD, INC

By Randy C Crawford
Randy C Crawford, President

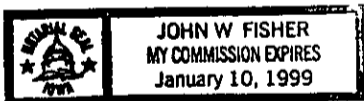
Robert D Nevitt
Robert D Nevitt

Thomas J Nevitt
Thomas J Nevitt

STATE OF IOWA

ADAIR COUNTY SS

On this 18th day of February, 1998, before me, the undersigned Notary Public, in and for the State of Iowa, personally appeared Randy C Crawford, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument to which this is attached, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Randy C Crawford as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed

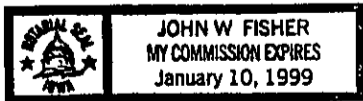


John W Fisher
Notary public in and for the State of Iowa

STATE OF IOWA

ADAIR COUNTY SS

On this 18th day of February, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert D Nevitt and Thomas J Nevitt, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed



John W Fisher
Notary public in and for the State of Iowa