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R.M.F. \$ 1.00

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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 Marcella C. McCleary and R. LaVere McCleary, wife and husband; and Marvin A. Morford, a single person, hereinafter referred to as First Party; and David A. Koch and Jean A. Koch, husband and wife, hereinafter referred to as Second Party,
WITNESSETH:

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 Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Southwest Quarter ($\frac{1}{4}$) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Southwest Quarter ($\frac{1}{4}$), thence North 90°00' East 944.1 feet on the South line thereof to the point of beginning; thence North 02°15' West 588.8 feet; thence North 89°48' East 170.5 feet; thence South 05°51' East 237.9 feet; thence North 89°59' East 496.2 feet; thence South 02°31' East 378.7 feet to the South line of said Southwest Quarter ($\frac{1}{4}$); thence South 90°00' West 683.8 feet to the point of beginning, containing 6.64 acres, more or less, subject to easements of record.

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:

#2. Well Easement.

Parcel "B" located in the Southwest Quarter (¼) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Southwest Quarter (¼), thence North 90°00' East 944.1 feet on the South line thereof to the point of beginning; thence North 02°15' West 588.8 feet; thence North 89°48' East 170.5 feet; thence South 05°51' East 237.9 feet; thence North 89°59' East 496.2 feet; thence South 02°31' East 378.7 feet to the South line of said Southwest Quarter (¼); thence South 90°00' West 683.8 feet to the point of beginning, containing 6.64 acres, more or less, subject to easements 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 20' wide strip of land in the SW¼ of Section 11, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, which is 10' each side of a line described as follows: Commencing at the SW Corner of said Section 11; thence N90°00' E 380.0 feet on the south line thereof; thence N00°00' E 40.0 feet to the point of beginning; thence N78°22' E 567.0 feet to the west line of Parcel "B", containing 0.26 acres, more or less,

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.

#3. Well Easement.

- B. Second Party expressly agrees to pay all costs incurred for the maintenance, repair and replacement of said well and the waterline running from said water well to Second Party's real estate and to pay all utility costs for the operation of said well.
- C. Second Party expressly agrees to compensate First Party for all damages incurred to First Party's real property including, but not limited to crops, because of Second Party's maintenance, repair and replacement of said water well and waterline.
- D. Second Party expressly agrees that if replacement of the water well and/or waterline becomes necessary, they will be relocated in their present locations. This provision shall not apply if Second Party replaces the water well and waterline on their own real estate in which case the parties shall terminate this easement by written agreement.

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 1st day of May, 1998.

GRANTOR

GRANTEE

Marcella C. McCleary
Marcella C. McCleary

David A. Koch
David A. Koch

R. LaVerre McCleary
R. LaVerre McCleary

Jean A. Koch
Jean A. Koch

Marvin A. Morford
Marvin A. Morford

