

EASEMENT

This Agreement made and entered into this 1st day of March, 1995, by and between Ray M. Lenocker and Betty Lenocker, husband and wife, of 501 State Street, Dexter, Dallas County, Iowa, hereinafter designated as First Party and Penny C. Boswell and Brian R. Bergstrom, of 2916 Elm Street, West Des Moines, Polk County, Iowa, hereinafter designated as Second Party, WITNESSETH:

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

The Northwest Quarter of the Northwest Quarter of Section 8, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa.

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

The Northeast Quarter of the Northeast Quarter of Section 7, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa.

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. That said well is located approximately 600 feet south and 300 feet east of the northwest corner of First Party's real property as herebefore described.

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 remove water from the well located on the property owned by First Party, said easement being described as follows:

A strip 10 feet in width running from the West boundary line of First Party's property to the well located approximately 600 feet south and 300 feet east of the northwest corner of said real estate. That said easement shall be located where the waterline presently exists running from the west boundary line to said well as herebefore described.

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

REC \$ 15.00

AUD \$ \_\_\_\_\_

R.M.F. \$ 1.00

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COMPUTER   
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COMPARED

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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#2. Easement

- 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 pay one-half of all costs incurred for the repair and upkeep of the well and equipment. First Party expressly agrees to pay one-half of the costs incurred for the repair and upkeep of the well and equipment.
- c.- That neither First Party or Second Party will be obligated to pay any costs for the replacement of said well. In the event the well needs to be replaced, Second Party shall pay the cost for the replacement of said well or shall provide Second Party with a source of water that is not located on First Party's real property.
- d.- Second Party agrees to repair and maintain the waterline running from the well to Second Party's real property and for the replacement of said waterline if necessary.
- e.- Second Party expressly agrees to pay the minimum charge for electricity bills by the utility for any month that Second Party uses water in any amount for any purpose. Any additional charges incurred shall be paid by First Party.
- f.- Second Party expressly agrees that if the replacement of the waterline becomes necessary, it will be relocated in its present location.
- g.- First Party shall have possession, full use and enjoyment of the real estate 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.
- h.- In the event that Second Party shall provide themselves with some source of water at a future date and cease using the water from the well described in this easement, said Second Party may terminate this easement and no longer be obligated for repair and maintenance of this well and equipment.
- i.- Second Party, their successors and assigns, shall have a permanent perpetual easement to use water from this well subject to the restrictions as

#3. Easement

herebefore set forth. First Party does not warrant if quality of the water is satisfactory to use for drinking purposes and other household uses. Second Party acknowledges that First Party shall have no liability as to the quality of said water.

FIRST PARTY

Ray M. Lenocker  
Ray M. Lenocker

Betty Lenocker  
Betty Lenocker

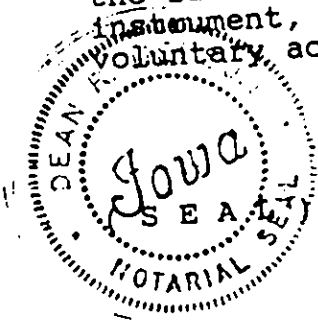
SECOND PARTY

Penny C. Boswell  
Penny C. Boswell

Brian Bergstrom  
Brian Bergstrom

STATE OF IOWA :  
                  : SS  
MADISON COUNTY :

On this 27 day of February, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ray M. Lenocker and Betty Lenocker, 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.



Dean K. Seaman  
Notary Public in and for the State of Iowa.

STATE OF IOWA :  
                  : SS  
Madison COUNTY :

On this 1st day of ~~February~~ March, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Penny C. Boswell and Brian Bergstrom, 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.

( S E A L )



Charles E. Tucker Jr  
Notary Public in and for the State of Iowa.  
Charles E. Tucker, Jr