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FILED NO. 2266

BOOK 135 PAGE 778

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MICHELLE G. GALL
RECORDER
MADISON COUNTY, IOWA

TILE LINE EASEMENT

This Agreement is made and entered into this 23 day of ~~December, 1995~~ ^{January, 1996}, by and between Gary L. Puhr and Kimberly Sue Puhr, husband and wife, herein referred to as Grantors; and Benjamin W. Johnson and Terri J. Johnson, husband and wife, herein referred to as Grantees,

WITNESSETH:

Grantors are the owners of the following described real estate situated in Madison County, Iowa, to-wit:

A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 15, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Section 15, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the East line of said Section 15, South 00°10'21" West 387.03 feet; thence South 90°00'00" West 562.74 feet; thence North 00°10'21" East 387.03 feet to the North line of said Section 15; thence, along said North line, North 90°00'00" East 562.74 feet to the Point of Beginning. Said parcel of land contains 5.000 acres, including 1.084 acres of County Road Right-of-Way.

Grantees are the owners of the following described real estate situated in Madison County, Iowa, to-wit:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 15, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa.

Grantees have installed an underground tile line on a portion of Grantors' real estate, and Grantees are desirous of obtaining an easement over and across a portion of Grantors' real estate for maintenance and use of said tile line.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum of One Dollar and other good and valuable consideration, Grantors hereby convey to Grantees an easement and right of entry over and across the East 210 feet of Grantors' real estate above described on the terms and conditions hereinafter set forth:

#2. Tile Line Easement
Johnson - Puhr

1. This easement is for the purpose of using, maintaining, repairing, and, if necessary, replacing an underground tile line presently situated within the easement area which tile line is necessary to drain water from Grantees' real estate above described.

2. If any damage to the surface of the ground results from the exercise of the easement or right of entry by Grantees, Grantees shall restore the surface and Grantees shall be liable and pay for any damage to growing crops, fences, gates or other property belonging to Grantors or their successors in interest, resulting from or occasioned by Grantees' exercise of this easement and/or right of entry.

3. This easement shall constitute a covenant running with the real estate belonging to the Grantors and Grantees hereinabove described, and shall be binding upon the Grantees and Grantors and their successors in interest, until amended or released.

4. This agreement may be amended or released at any time by appropriate agreement entered into for that purpose between Grantors and Grantees, their heirs, successors in interest, and assigns, which agreement shall be duly executed, acknowledged, and filed for record in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, Grantors and Grantees have executed this agreement the day and year above written.

GRANTORS


GRANTEES



Gary L. Puhr



Benjamin W. Johnson



Kimberly Sue Puhr



Terri J. Johnson

#3. Tile Line Easement
Johnson - Puhr

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 23 day of ~~December~~ ^{January}, 1995, before me, the under-
signed, a Notary Public in and for the State of Iowa, personally
appeared Benjamin W. Johnson and Terri J. Johnson, 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.

Mary B. Southard
Notary Public in and for the
State of Iowa.



STATE OF IOWA :
: SS
MADISON COUNTY :

On this _____ day of December, 1995, before me, the under-
signed, a Notary Public in and for the State of Iowa, personally
appeared Gary L. Puhr and Kimberly Sue Puhr, 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.

(S E A L)