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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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R.M.F.

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072
Telephone (515) 758-2267

EASEMENT

THIS EASEMENT, is made and entered into this 30th day of August, 1996, by and between Larree L. Imboden and Patricia L. Imboden, husband and wife, herein referred to as "Imbodens", and Richard Schneider, Jr. and Ruth Helen Schneider, husband and wife, herein referred to as "Schneiders",

WITNESSETH:

Imbodens are the owners of the following described real estate, to-wit:

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

Schneiders are the owners of the following described real estate, to-wit:

Parcel "A", located in the Southeast Quarter of the Northeast Quarter of Section 23 and the Southwest Quarter of the Northwest Quarter of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

#2. Easement
Imboden - Schneider

Beginning at the East Quarter Corner of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 89°29'01" West along the South line of the Southeast Quarter of the Northeast Quarter of said Section 23, 89.84 feet; thence North 0°10'01" West along an existing fenceline, 450.81 feet; thence North 90°00'00" East, 300.00 feet; thence South 0°10'01" East, 379.75 feet; thence South 33°20'34" West, 84.09 feet to a point on the South line of the Southwest Quarter of the Northwest Quarter of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 90°00'00" West along the South line of the Southwest Quarter of the Northwest Quarter of said Section 24, 163.73 feet to the point of beginning. Said parcel contains 3.063 acres, including 0.243 acres of county road right-of-way.

The Imboden property and the Schneider property adjoin each other and share common boundary lines. A water well with appurtenant equipment situated on the Imboden property provides water service to the Schneider property. Imbodens and Schneiders desire to insure the continuity of water service to the Schneider property by means of an easement grant from Imbodens to Schneiders as herein provided.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration and the mutual covenants contained herein, Imbodens hereby grant and convey to Schneiders an easement and a right of entry over and across the following described portion of Imbodens' real estate, to-wit:

Commencing at the Northwest Corner of the Schneider property which is Parcel "A" described above, thence North 42 feet, thence West 740 feet, thence South 42 feet, thence East 740 feet to the point of beginning.

1. The easement granted to Schneiders is for the purpose of drawing water from a well located within the easement boundaries and shall include the right to install, maintain, repair and replace such pipes, lines, pumps, motors, electric cables and lines and appurtenant devices and equipment as are necessary to draw water from such well and transport such water to Schneiders' real estate which is described above as Parcel "A" located in the SE¼ NE¼ of Section 23 and the SE¼ NW¼ of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

#3. Easement
Imboden - Schneider

2. This easement does not grant Schneiders the exclusive right to draw water from such well nor the right to fence or enclose the easement premises. Imbodens reserve the right to use the well for themselves and their successors in interest. The easement is not to be construed in any way to guarantee Schneiders a water supply.

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

4. This easement and right of entry shall automatically terminate and be null and void if Imbodens forfeit or foreclose, as provided by law, Schneiders' real estate contract for the purchase of Parcel "A", which contract has been entered into by and between Imbodens and Schneiders at the same time as the execution of this easement.

5. This easement shall be deemed to be a covenant running with the title to Imbodens' and Schneiders' real estate and shall be binding upon the parties hereto, and upon their heirs, successors and assigns unless terminated as provided in paragraph 4; provided, however, that this agreement and the easement created hereunder may be amended or released at any time by mutual agreement for that purpose entered into between Imbodens and Schneiders, their heirs, successors, and assigns, duly executed and acknowledged and filed for record in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties have entered into this easement agreement the day and year above written.


Larree L. Imboden


Richard Schneider, Jr.

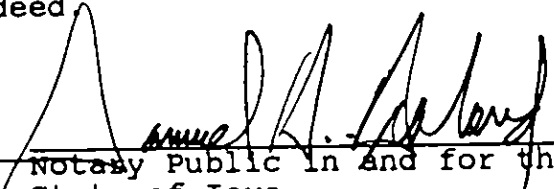

Patricia L. Imboden


Ruth Helen Schneider

#4. Easement
Imboden - Schneider

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 30th day of August, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larree L. Imboden and Patricia L. Imboden, 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.

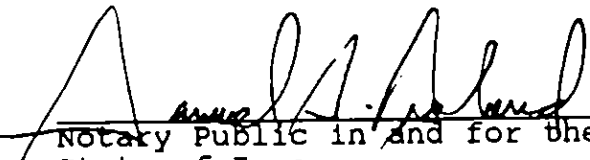


Notary Public in and for the
State of Iowa.



STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 30th day of August, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Schneider, Jr. and Ruth Helen Schneider, 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.

