

INDEXED ✓
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COMPARED ✓

FILED NO: 3333

BOOK 137 PAGE 579

97 MAY 30 AM 11:42

NICHILLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC: 25.00
AUG: _____
R.M.F. 5.12

Prepared by CRITELLI & CRITELLI, 4717 Grand Avenue, Des Moines, IA 50312 (515) 255-8750

EASEMENT AGREEMENT

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

This Easement Agreement is made by and between John Kenneth Wasson, Jr., Seller, (hereinafter referred to as "Seller") and Jonathan J. Cornish and Rochelle S. Cornish, as Buyers (hereinafter referred to as "Buyers").

COME NOW, John Kenneth Wasson, Jr., as Seller, and Jonathan J. Cornish and Rochelle S. Cornish, as Buyer, and for their Easement Agreement state as follows:

The Seller is currently the owner of the property marked herein as Exhibit "A". The Buyers have purchased and/or will purchase the property marked herein as Exhibit "B".

The Seller hereby grants the Buyers a permanent transferable and assignable easement to the existing water well supplying Parcel A that shall read as follows:

- a) This easement will extend from the West edge of Parcel A, 20' wide, with the water and electric lines being the center of said 20', direct to the well, ending with a 30' circle around the well for the purpose of well maintenance.
- b) The Buyers will be responsible for any crop damage caused by driving and/or construction and maintenance of the buried electric or water lines. The Buyers will only drive to and from the well to transport heavy equipment or tools for any of this maintenance.
- c) The Seller, his tenants and/or agents agree that an area consisting of a 100' diameter circle around the well will not be sprayed or have any herbicide, fertilizer, insecticide or any other chemical or poison applied to it in any other manner.
- d) The Seller, his tenants and/or agents agree that this water supply is for the exclusive use only to those residents of Parcel A. This water supply will not be used, drawn from, or depleted in any way, except by the residents of Parcel A without written consent from said residents.

(Handwritten signature)

- e) The Seller, his tenants and/or agents are responsible for any damage caused by them or their machinery, vehicles, tractors and/or combines.

This easement is fully transferable and assignable by the Buyers to their successors and/or assigns, and the Seller and Buyers and their successors and/or assigns are bound by all the provisions of said easement.

Seller and Buyers have set forth other provisions as follows that will survive the filing of the Warranty Deed and are binding on the Seller and Buyers in the future. Said provisions are as follows:

- A. The Buyer will install a hog-tight fence on the East, South, and West property lines of Parcel A as follows:
- a) The Seller and Buyers have agreed to split the cost of the materials for this fence 50/50 (up to \$500.00).
 - b) This fence will be completed by October 1, 1997.
 - c) The Buyers agree to maintain this fence to keep it in good condition under normal circumstances. If any part of this fence is ruined or destroyed by the Seller, tenants and/or agents or their equipment, machinery, tractors, combines or vehicles, then it will be their responsibility to repair the damage in a timely fashion.
- B. The Seller has agreed to let the Buyers cross onto his property for the purpose of tearing down a corn crib and building a terrace on the Buyers' side to catch and tile out water coming from the Seller's crop ground. The Buyers will not in any way disturb the farm progress of the Seller and/or his tenants and agents during this process.
- C. The Buyers will provide the Seller until September 1, 1997, to remove all personal possessions and his farm machinery currently stored on Parcel A. This will be done with notice and presence of the Buyers.
- D. The Buyers will provide the Seller's tenant until the close of the purchase of Parcel A to remove his farm machinery from the premises. This should consist of one plow in the corn crib and nothing in any other buildings on Parcel A.
- E. The Buyers will not be responsible for any of the Seller's personal possessions on Parcel A in the event that they were stolen, burned, or damaged by any cause other than that of the Buyers' intentions.
- F. The Seller is selling the Parcel A, buildings and structures in their current condition as of the date of this Agreement until closing, and they must remain the same during this time.

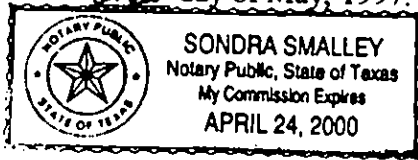
This Easement Agreement/Post-Closing Agreement will take force and effect once the Warranty Deed has been filed for conveying the property marked as Exhibit "B" to the Buyers.

John K. Wasson
John K. Wasson Seller

Mary G. Wasson
Mary G. Wasson Seller

(Mary G. Wasson is signing as spouse to release dower and homestead interest.)

Subscribed in my presence and sworn to (affirmed) before me by the said John K. Wasson and Mary G. Wasson this 23 day of May, 1997.

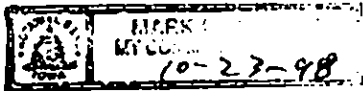


Sondra Smalley
Notary Public in and for the State of ~~Iowa~~ TEXAS

Jonathan J. Cornish
Jonathan J. Cornish Buyer

Rochelle S. Cornish
Rochelle S. Cornish Buyer

Subscribed in my presence and sworn to (affirmed) before me by the said Jonathan J. Cornish and Rochelle S. Cornish this _____ day of May, 1997.



[Signature]
Notary Public in and for the State of Iowa

07 WED 07:16 FAX 515 255 0908

CRITELLI LAW OFFICE

005

Exhibit "A"

The Fractional Northwest Quarter (1/4) and the W10 acres of the
Northeast Quarter (1/4) of Section Nineteen (19) in Township
Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M.
Madison County, Iowa

*J.W.
m.w.*

Entry #19

C. F. Schnoor,
Iowa Registered Land Surveyor
To
The Public

PLAT OF SURVEY
Dated January 7, 1997
Filed March 5, 1997
Record 2, Page 759

See Plat shown following.

FILED NO. 2353

BOOK 2 PAGE 759

97MAR-5 PM 2:16

FRANCE LITTELL
REGISTERED
MADISON COUNTY IOWA

Prepared by C.F. Schnoor P.O. Box 24, Perry, Iowa.

NW Cor. 19-77-29
Iron Rod Found

N E Cor. Sect. 19-77-29
16" deep cap at road
in line with fence North.

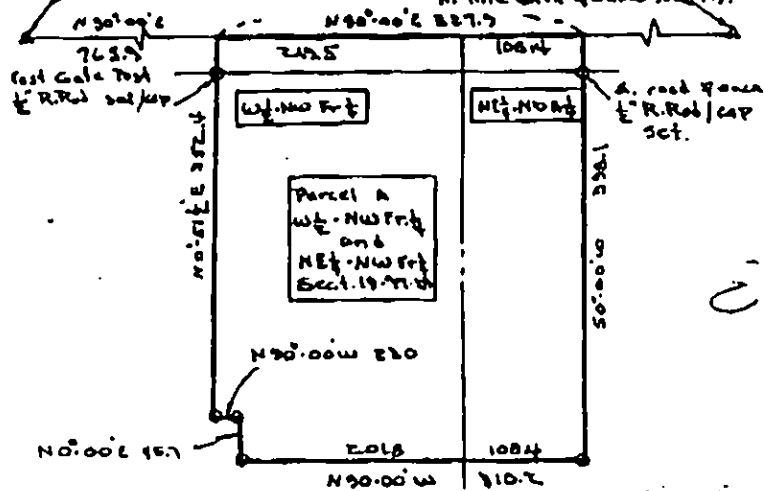


Exhibit
B

	W 1/4 NW 1/4	NE 1/4 NW 1/4	Total
Gross	2.01 Ac	0.25 Ac	2.26 Ac
Less	0.11	0.06	0.17
Net	1.90	0.19	2.09

Scale 1" = 100'

Owner: John R. Weston

I, C.F. Schnoor, a licensed Civil Engineer and Land Surveyor, under the laws of the State of Iowa, certify that I made a survey and this plat of the following land; beginning 765.5 feet N90°00'E of the Northwest corner Section 19-77-29 N. R. 29 of the S. 1 P. M., Madison County, Iowa, thence continuing N90°00'E 327.5 feet, thence S75°00'W 308.1 feet, thence N90°00'W 110.2 feet, thence N0°00'E 45.7 feet, thence N90°00'W 23.0 feet, thence N0°00'E 352.4 feet, to the point of beginning, containing 2.09 acres, including 0.25 acres of county road, hereinafter called Parcel A, W 1/4 NW 1/4 and NE 1/4 NW 1/4 Section 19-77-29 as shown above.

C.F. Schnoor
C.E. & L.S. 3-5302
My license renewal date is 12-31-97



Parcel A
W 1/4 NW 1/4
and
NE 1/4 NW 1/4
Sect. 19-77-29
Madison County, Iowa
Jan 1997

JWS