

This agreement made and entered into this 4<sup>th</sup> day of SEPTEMBER, 1987, by and between Douglas M. Ringgenberg, single (hereinafter Ringgenberg) and Charles G. Tadlock and Connie L. Tadlock, husband and wife (hereinafter Tadlocks); WITNESSETH:

Whereas, on this date Douglas M. Ringgenberg has conveyed to Tadlocks and Tadlocks are now the owners of the real estate legally described as:

A tract of land commencing at the Southwest Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 642 feet, thence Southeasterly 552 feet 6 inches to a point 615 feet Northeast of a point on the South line of said Northeast Quarter (1/4) Northeast (1/4) 542 feet east of the Southwest Corner of said Northeast Quarter (1/4) Northeast Quarter (1/4), thence Southwesterly to a point on the South line of said Northeast Quarter (1/4) Northeast Quarter (1/4) 542 feet East of the Southwest corner thereof, thence west 542 feet to the point of beginning, subject to easements and conveyances for highway and utility purposes,

hereinafter referred to as Tract #1.

Whereas, Ringgenberg owns the real estate legally described as:

Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., except the tract herein referred to as Tract # 1

hereinafter referred to as Tract #2.

Whereas, a well furnishing water to the residence situated on Tract #1 is located on Tract #2, and;

Whereas, ingress and egress of Tract #2 is over and across Tract #1 and a pond situated on Tract #1 drains to and furnishes water to Tract #2, and;

Whereas, the parties desire to grant to the other such easements as will define, protect, implement and establish their respective water and access rights

NOW THEREFORE, in consideration of the ~~mutual~~ grants of

Compared

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MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA

Fee \$ 15.00

IND.   
REC.   
PAGE

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easement and other consideration the undersigned parties agree as follows:

1. Ringgenberg hereby grants to Tadlocks, an easement over and across the real estate situated within 15 feet of either side of a line located directly above the location of the existing water line leading from the well herein referred to the residence located on Tract #1 and beginning where such existing water line crosses the North line of Tract #1 to a point 15 feet North of the well, located in Tract #2 approximately 315 feet northeast of the northwest corner of said Tract #1 for the purpose of maintaining a water well, drawing water therefore and installing, repairing, maintaining and replacing such pumps, lines or other equipment necessary to maintain such well as a source of water for the residence located on Tract #1 and the right of ingress and egress to the easement area for the purposes herein stated. Ringgenberg shall not guarantee nor be responsible for either the purity, quantity or quality of the water in or drawn from the well and in no event shall Ringgenberg have any responsibility to maintain, replace or repair the well, any pump, water line or other equipment used in connection with this easement.

2. Tadlocks hereby grant Ringgenberg an easement over and across that part of Tract #1 described as:

North 48 feet of the West 235 feet of the premises herein referred to as Tract #1

for the purpose of ingress and egress to Tract #2.

3. Tadlocks hereby grant Ringgenberg an easement to install, maintain, repair and replace a gravity flow water drainage system which drains water from the pond located in the central part of Tract #1 and serves as a livestock watering system used in connection with Tract #2. The boundaries of the easement shall be 15 feet on either side of a line directly above the pipes constituting such drainage system from a point 15 feet south of the point where water from the pond enters the said gravity flow drainage system to the point on the North line of Tract #1 where the pipe(s) constituting the drainage system crosses such North line and the right of ingress and egress to such easement area for such purposes. Nothing herein shall be construed so as to place any responsibility on Ringgenberg for the maintenance and repair of the dam and pond, but Ringgenberg shall have the right at his option to make such repairs and conduct such maintenance of the pond and dam as necessary to protect and preserve his use of the water drained from such pond and to protect, preserve and prevent erosion on Tract #2.

4. These easements shall constitute and be construed as covenants running with the land.

5. IT IS AGREED, that in the event the fences on the East and North lines of Tract #1 are not located on the exact North and East boundaries of Tract #1, such fences may be maintained in their present location until replaced because of deterioration.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4<sup>th</sup> day of SEPTEMBER, 1987.

Douglas M. Ringgenberg  
DOUGLAS M. RINGGENBERG

Charles G. Tadlock  
CHARLES G. TADLOCK

Connie L. Tadlock  
CONNIE L. TADLOCK

STATE OF IOWA        )  
                              )ss  
MADISON COUNTY     )

On this 1<sup>st</sup> day of September, 1987, before me the undersigned, a Notary Public in and for said State, personally appeared Douglas M. Ringgenberg to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Beth Flander  
BETH FLANDER, NOTARY PUBLIC

STATE OF IOWA        )  
                              )ss  
MADISON COUNTY     )

On this 4<sup>th</sup> day of SEPTEMBER, 1987 before me the undersigned, a Notary Public in and for said State, personally appeared Charles G. Tadlock and Connie L. Tadlock, 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.

Joyce E. Birns  
NOTARY PUBLIC

