

WATER WELL EASEMENT

Paul W. Egli and Charlotte Elaine Egli, husband and wife, hereinafter called the Grantor, does hereby grant to Claude E. Clear, hereafter referred to as Grantee, the perpetual right and easement to repair, replace, maintain and operate a water well for the supply of water to Grantee's premises, together with any and all necessary equipment, accessories and appurtenances as may be reasonably necessary for the transmission and supply of water including water pumps and lines, upon and under the real estate legally described as:

An easement twenty feet on each side surrounding the existing wellhead located about 400 feet North of the following described point of beginning: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the west line of said Southeast Quarter of the Southwest Quarter on an assumed bearing of North 00°00'00" East a distance of 1316.30 feet; thence North 89°54'35" East 101.69 feet; thence along the Right of Way line of Relocated Highway U. S. 169, North 06°02'33" East 325.98 feet; thence North 02°28'06" West 253.91 feet; thence leaving said Right of Way line, South 81°23'57" East 384.67 feet to the point of beginning.

In addition, the easement includes ten feet on each side of the existing water line which runs from the existing wellhead southwesterly to the Grantee's premises.

In consideration of this grant, Grantee agrees to pay Grantor the sum of \$1.00, receipt of which Grantor hereby acknowledges. This consideration recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the improvement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, his successors and assigns.

The Grantor covenants that no act will be permitted which is inconsistent with the rights hereby conveyed to the Grantee including but not limited to, the erection of buildings or other structures upon the easement premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or hanging over the same, and the right to remove from the above described easement property any brush or other obstructions which will interfere with or endanger the operation or maintenance of this water well.

The Grantee is granted reasonable access to this water well and related lines and accessories from Grantor's abutting land in the event other reasonable access is unavailable. In consideration of such grant, the Grantee agrees he will repair or pay for any damage which may be caused to crops, fences or other property of the Grantor by the operation, maintenance, inspection, and replacement of the water well, lines, accessories and equipment.

This Agreement shall run with the land and bind the heirs, successors and assigns of the parties hereto.

FILED NO. 518
BOOK 121 PAGE 267

1988 SEP -6 PM 4:00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

COMPUTER
COMPARED



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The Grantor covenants with Grantee that it is the owner of the above described real estate and has full right and authority to validly grant this easement and the Grantee may quietly enjoy the easement premises.

Dated this 2nd day of September, 1988, at Winterset, Iowa.

GRANTOR:

Paul W. Egli
Paul W. Egli

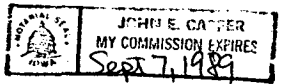
GRANTEES:

Claude E. Clear
Claude E. Clear

Charlotte Elaine Egli
Charlotte Elaine Egli

STATE OF IOWA)
) SS
 COUNTY)

On this 2nd day of September, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul W. Egli, Charlotte Elaine Egli and Claude E. Clear to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



John E. Carter
Notary Public in and for said State