EASEMENT AGREEMENT
FOR WATER WELL PURPOSES

Agreement made May 19, 1983, by and between Rex R. Shambaugh and Anna Lee Shambaugh, husband and wife, of Madison County, Iowa, herein referred to as First Parties; and Terry L. Welborn and Nancy A. Welborn, husband and wife, of Madison County, Iowa, herein referred to as Second Parties, WITNESSETH:

First Parties are the owners of the following real estate located in Madison County, Iowa, to-wit:

> The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Section Seventeen (17), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT real estate sold to Second Parties under Contract dated June 24, 1977, and recorded in Book 106, Page 703, Madison County Recorder's Office.

Second Parties are the owners of real estate located in the Northeast corner of said NE¼ SE¼, of Section 17-77-27, Madison County, Iowa, and more particularly described as:

> Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Section Seventeen (17), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as follows:
>
> Beginning at a point 218 Feet West and 195 Feet South of the Northeast Corner of said Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), thence South 186 Feet, thence East 218 Feet more or less, to the East line of said Northeast Quarter (NE¼) of the Southeast Quarter (SE¼); thence North 381 Feet to the Northeast corner of said Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), thence West along the North line of said Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) 368 Feet, thence South 174 Feet, thence South Easterly 150 Feet more or less to the point of beginning and containing approximately 2.53 Acres.

The parties are adjoining landowners and their properties are separated by a common boundary line located on the north edge of First Parties' property and the south edge of Second Parties' property.

A water well is located south of said common boundary on First Parties' property, and an underground water line runs in an indirect course from the well to the Second Parties' property for the purpose of servicing Second Parties' residence with an adequate supply of water. In an action filed and tried in the Iowa District Court For Madison County entitled Terry L. Welborn and Nancy A. Welborn, Plaintiffs, v. Rex R. Shambaugh and Anna Lee Shambaugh, Defendants, and identified as Equity No. 22004, First Parties were ordered to execute and deliver to Second Parties a perpetual easement for the use, repair and maintenance of the well on First Parties' property, and a perpetual easement over a strip of their land for maintenance of the water line running from the well to Second Parties' property.

Consistent with the ruling of the Court, and in consideration of the mutual covenants and promises herein contained First Parties hereby grant and convey to Second Parties a perpetual easement to

Compared

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1983 MAY 24 PM 3:41
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00

#2. Easement Agreement
Shambaugh - Welborn

the existing well and all equipment appurtenant thereto, for the purpose of using, maintaining and repairing said well. This easement shall be construed to be to the well only and to no other area outside of the well itself, except for the water line right of way granted hereinafter.

First Parties further grant to Second Parties a perpetual easement over their land for a right of way to use, maintain and repair the existing water line running from the well to Second Parties' property. Said easement shall be within a strip twelve (12) feet wide, being six (6) feet on either side of the center of said water line.

First Parties further grant to Second Parties the right of ingress to and egress from the well over the twelve (12) foot easement strip.

The parties agree:

(1) That electrical service to the well is being provided by means of overhead electrical wire. Second Parties shall at their expense maintain said electrical service, and in the event it becomes necessary to replace the overhead electrical wire, Second Parties shall at such time install said wire underground within the twelve (12) foot easement strip referenced above.

(2) In the event of repair of existing water line, or installation of new water line within the strip, Second Parties shall promptly backfill any trench made by them on the strip and repair any damage they may do to First Parties' land, tiling, crops and fences.

(3) First Parties shall have the right to use the strip for purposes which will not interfere with Second Parties' enjoyment of the rights granted under this Easement Agreement. Specifically, First Parties may raise crops and/or graze livestock on the strip. The water line and electrical cable shall be maintained at a sufficient depth below the ground surface so as to not interfere with First Parties' use of the strip. First Parties will repair or pay for any damage which may be done by them to the well or water line.

(4) Second Parties shall keep and maintain the well and water line in good order so that there will be no leakage or seepage therefrom, or any defects that may cause injury to the premises of First Parties.

(5) Second Parties agree to pay all utility costs incurred for the use of the well.

(6) The First Parties agree that the easements and right of way granted herein shall exist without interference of any kind from any individual, including First Parties, their successors, assigns, heirs, agents and representatives.

The easements and right of way granted pursuant to this Agreement shall run with the land subject to all the terms and conditions set forth herein which shall be binding on the parties, their successors, their heirs, grantees, assigns, agents and representatives.

#3. Easement Agreement
Shambaugh - Welborn

FIRST PARTIES

Rex R. Shambaugh
(Rex R. Shambaugh)

Anna Lee Shambaugh
(Anna Lee Shambaugh)

SECOND PARTIES

Terry L. Welborn
(Terry L. Welborn)

Nancy A. Welborn
(Nancy A. Welborn)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 12th day of April, 1983, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rex R. Shambaugh, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

SAMUEL H. BRAND Iowa (SEAL) NOTARIAL SEAL

Samuel H. Brand
Notary Public in and for the State of Iowa.

STATE OF IOWA :
: SS
Polk COUNTY :

On this 13th day of April, 1983, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anna Lee Shambaugh, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

BONNIE B. FELDMAN MY COMMISSION EXPIRES 9-30-83

Bonnie B. Feldman
Notary Public in and for the State of Iowa.

(S E A L)

STATE OF IOWA :
: SS
Polk COUNTY :

On this 19th day of May, 1983, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Welborn and Nancy A. Welborn, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

ANTHONY L. LEE NOTARIAL SEAL IOWA

Anthony L. Lee
Notary Public in and for the State of Iowa.

(S E A L)