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EASEMENT

This Easement, made and entered into this 13th day of January, 1984, by and between Vern H. Ahnen of R. R., Earlham, Madison County, Iowa, Sandra K. Kristufek of Des Moines, Polk County, Iowa, and Ronnie G. Ahnen of Des Moines, Polk County, Iowa, hereinafter referred to as First Party, and Alden Lorimor and Martha Lorimor, husband and wife, of R. R., Earlham, Madison County, Iowa, hereinafter referred to as Second Party, and Michael H. Frey, of R. R., Earlham, Madison County, Iowa, hereinafter referred to as Third Party, WITNESSETH:

WHEREAS, First Party owns the legal and equitable title to the following described real property, to-wit:

> The Northeast Quarter (NE¼) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa,

WHEREAS, Second Party owns the legal and equitable title to the following described real property, to-wit:

> The West One-half (W½) of the Southeast Quarter (SE¼) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa,

which property adjoins and abuts the property owned by First Party, and

WHEREAS, Third Party owns the legal and equitable title to the following described real property, to-wit:

> The East One-half (E½) of the Southeast Quarter (SE¼) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa,

which property adjoins and abuts the property owned by First Party, and

WHEREAS, Second Party and Third Party need an Easement to run an eight inch tile line across the real property owned by First Party and to install an outlet twenty feet long by ten inches wide at the creek located on the property owned by First Party in order to drain tile lines located on the property owned by Second Party and Third Party, and

WHEREAS, First Party has agreed to the installation of said tile line and outlet and further desires the right to hook onto said eight inch tile line in the future.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises herein contained, First Party hereby grants unto Second Party and Third Party a permanent easement for the installation of an eight inch tile line and a twenty foot by ten inch outlet on the real property owned by First Party as herebefore described. Said easement for the tile line and outlet shall be located upon Grantor's property and shall be described as follows:

> Commencing at a point on the north boundary line approximately 907 feet West from the Northeast corner of the Northeast Quarter of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa,

Compared

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00 3pp.

#2. Easement

thence in a southwesterly direction along a drainage waterway approximately 1600 feet to the creek running through First Party's property.

That said eight inch tile line shall be used for the purpose of connecting to tile lines that drain the properties owned by Second Party and Third Party as herebefore described.

First Party expressly agrees to pay the first $500.00 of the cost to install said eight inch tile line. In consideration of the payment of said $500.00, First Party shall have the right to hook onto said eight inch tile line if First Party installs additional tile lines on First Party's property in the future. Said $500.00 shall be paid at the time of installation and First Party shall have no obligation to make any further payment thereafter including payments for the repair of said tile lines and outlets.

Second Party agrees to pay 40% of the remaining balance for the installation of said tile lines and outlet on the property owned by First Party. Third Party agrees to pay 60% of the remaining balance for the installation of the tile lines and outlet on the property owned by First Party. Said payments shall be made at the time of installation.

Second Party and Third Party shall have the right of ingress and egress to the easement as herebefore described for the purposes of upkeep, maintenance and repair of said tile lines and outlet in the future. Second Party agrees to pay 40% and Third Party agrees to pay 60% of the cost of said upkeep, maintenance and repair for said tile lines and outlet in the future.

Second Party and Third Party agree to pay First Party for any damages sustained because of the acts of Second Party and Third Party during the upkeep, maintenance and repair of said tile lines and outlet. Second Party agrees to pay 40% and Third Party agrees to pay 60% of any of said damages.

First Party shall have the right to continue to use the real property where said easement is located for farming purposes. First Party agrees not to damage said tile lines and outlet during said farming operations.

This easement granted herein shall be binding upon the First Party, their heirs, administrators, executors and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year above written.

FIRST PARTY

Vern H Ahnen
(Vern H. Ahnen)

Sandra K Kristufek
(Sandra K. Kristufek)

Ronnie G. Ahnen
(Ronnie G. Ahnen)

SECOND PARTY

Alden C Lorimor
(Alden Lorimor)

Martha Lorimor
(Martha Lorimor)

THIRD PARTY

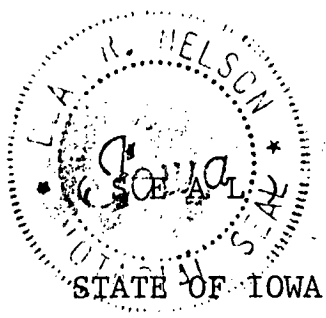
Michael H. Frey
(Michael H. Frey)

#3. Easement

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 13th day of January, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vern H. Ahnen, Sandra K. Kristufek and Ronnie G. Ahnen 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.

Dean R Nelson
Notary Public in and for the State of Iowa.



STATE OF IOWA :
: SS
MADISON COUNTY :

On this 11th day of ~~January~~ February, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Alden Lorimor and Martha Lorimor 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.

Dean R Nelson
Notary Public in and for the State of Iowa.



STATE OF IOWA :
: SS
MADISON COUNTY :

On this 13th day of ~~January~~ February, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael H. Frey 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.

Dean R Nelson
Notary Public in and for the State of Iowa.

