IND. ✓
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EASEMENT AND QUIT CLAIM AGREEMENT

WHEREAS, Marion Alfred Perin (a/k/a M. Alfred Perin) and Shirley Ann Perin, husband and wife (collectively, the "Perins") are the owners of the following-described real estate (the "Burdened Land"):

> The NW 1/4 of the NE 1/4 and W 1/2 of the NE 1/4 of the NE 1/4 of Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa.

WHEREAS, an operating water well with allied improvements and fixtures (the "Well") is located on the Burdened Land -- more precisely in the S 1/2 of the NW 1/4 of the NE 1/4 of Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa.

WHEREAS, an underground water line (the "Water Main") connects to the Well and carries water north and east across the Burdened Land and terminates at a point along the northern boundary of the Burdened Land, which point is in the NW 1/4 of the NE 1/4 of the NE 1/4 of Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa, just south of the county road abutting the northern boundary of the Burdened Land.

WHEREAS, the Well and Water Main were constructed to provide, and have been providing, water to the following-described real estate (the "Benefited Land"):

> The NE 1/4 of the NE 1/4 of the NE 1/4, Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa;
>
> The S 1/2 of the SE 1/4 of the SE 1/4 of Sec. 25, Range 74 North, Range 26 West, Madison County, Iowa;
>
> The West 660 feet of the South 414.2 feet of the SW 1/4 of the SW 1/4 of Sec. 30, Township 74 North, Range 25 West, Warren County, Iowa; and
>
> The N 1/2 of the NW 1/4 of the NW 1/4 of Sec. 31, Township 74 North, Range 25 West, Warren County, Iowa, except the approximately 2.2 acres in the NE corner thereof previously deeded to Stuckeys.

Compared

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $25/00 paid

5pp.

WHEREAS, a northerly-southerly dirt and rock road (the "Access Road") travels across the Burdened Land -- more precisely across the NW 1/4 of the NE 1/4, Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa -- to provide access to the Well from the county road abutting the northern boundary of the Burdened Land.

WHEREAS, a power line with supporting poles and other appurtenances (collectively, the "Power Line") travels across the Burdened Land -- more precisely across the NW 1/4 of the NE 1/4, Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa -- to transport electricity to the Well from a point on the county road abutting the northern boundary of the Burdened Land.

WHEREAS, the Well, Water Main, Access Road and Power Line are open, visible and notorious, as is the use of these improvements by the past and present owners of the Benefited Land, and the owners of the Benefited Land have vested interests in these improvements and vested, consensual, and prescriptive rights and servitudes to use and enjoy these improvements.

WHEREAS, the Perins desire to expressly confirm, declare and grant easements across the Burdened Land so that the aforesaid interests, rights and servitudes are never in question.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Perins for themselves, their heirs, successors and assigns, do hereby:

a. Grant, sell, convey, affirm, reaffirm, declare and establish an exclusive and permanent easement (the "Well Easement") over and under the following-described parcel of the Burdened Land (the "Well Easement Property"):

> The circular parcel of the Burdened Land -- more precisely in the S 1/2 of the NW 1/4 of the NE 1/4 of Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa -- which

is 80 feet in diameter and has as its center the ground opening of the Well.

The Well Easement shall benefit, and run with, the Benefited Land and shall permit and entitle the owners of the Benefited Land, their successors and assigns, at their expense, to use, operate, maintain, repair, inspect, patrol, enlarge, replace and reconstruct the Well and all necessary structures and appurtenances thereto.

b. Grant, sell, convey, affirm, reaffirm, declare and establish an exclusive and permanent easement (the "Water Main Easement") over and under the following-described parcel of the Burdened Land (the "Water Main Easement Property"):

The parcel of the Burdened Land -- more precisely in the S 1/2 of the NW 1/4 of the NE 1/4 and the W 1/2 of the NE 1/4 of the NE 1/4, Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa -- which is 50 feet wide (25 feet on both sides of the Water Main) and which begins at the Well and travels the full length of the Water Main across the Burdened Land.

The Water Main Easement shall benefit, and run with, the Benefited Land and shall permit and entitle the owners of the Benefited Land, their successors and assigns, at their expense, to use, operate, maintain, repair, inspect, patrol, enlarge, replace and reconstruct the Water Main and all necessary structures and appurtenances thereto.

c. Grant, sell, convey, affirm, reaffirm, declare and establish a permanent easement (the "Access Road Easement") over and across the Access Road and over and across the 10 foot parcels of Burdened Land running along and abutting both sides of the Access Road (collectively, the "Access Road Easement Proper-

ty"). The Access Road Easement shall benefit, and run with, the Benefited Land and shall permit and entitle the owners of the Benefited Land, their successors and assigns, at their expense, to use the Access Road for ingress and egress between the Well and the county road abutting the northern boundary of the Burdened Land and to maintain, repair, inspect, patrol, replace and reconstruct the Access Road and all necessary structures and appurtenances thereto.

d. Grant, sell, convey, affirm, reaffirm, declare and establish an exclusive and permanent easement (the "Power Line Easement") over and across the following-described parcel of the Burdened Land (the "Power Line Easement Property"):

> The parcel of the Burdened Land -- more precisely in the NW 1/4 of the NE 1/4, Sec. 36, Township 74 North, Range 26 West, Madison County, Iowa -- which is 30 feet wide (15 feet on both sides of the Power Line) which begins at the Well and travels the full length of the Power Line across the Burdened Land.
>
> The Power Line Easement shall benefit, and run with, the Benefited Land and shall permit and entitle the owners of the Benefited Land, their successors and assigns, at their expense, to use, operate, maintain, repair, inspect, patrol, replace and reconstruct the Power Line and all necessary structures and appurtenances thereto.

Unless they first secure the express written consent of the present or future owners of the Benefited Land, the present and future owners of the Burdened Land shall not construct any improvements on the Well Easement Property, Water Main Easement Property, Access Road Easement Property or Power Line Easement

Property or otherwise interfere with the easement rights granted herein. The present and future owners of the Benefited Land shall not be liable for injury to the Well Easement Property, Water Main Easement Property, Road Access Easement Property or Power Line Easement Property or to any improvements located thereon resulting from the exercise of the easement rights granted herein.

FURTHER, the Perins hereby quit claim their right, title and interest in and to the Well, Water Main and Power Line to the present owners of the Benefited Land.

DATED this 6 day of March, 1985.

Marion Alfred Perin
Marion Alfred Perin

Shirley Ann Perin
Shirley Ann Perin

STATE OF IOWA)
) SS.
COUNTY OF Polk)

On this 6th day of March, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marion Alfred Perin and Shirley Ann Perin, 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.

Notary Public in and for the
State of Iowa

GERALD J. NEWBROUGH
MY COMMISSION EXPIRES
8-26-85

GERALD J. NEWBROUGH
MY COMMISSION EXPIRES