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Compared

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

WATER USAGE AND LINE EASEMENT

In consideration of One Dollar ($1.00) and other good and valuable consideration, Kenneth Carter and Ardys Carter, husband and wife, hereby convey to Don Carroll Taylor, and Diane A. Taylor, husband and wife, and their heirs, successors and assigns, a perpetual easement for the purpose of using, maintaining, repairing, replacing and reconstructing a water well and underground waterline appurtenant to the following described real estate:

> Commencing at the East Quarter (1/4) Corner of Section Twenty-eight (28), Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa thence South 85 degrees 51' 12" West 1,303.12 feet to the Southeast Corner of said Southwest Quarter (1/) of the Northeast Quarter (1/4) and being the point of beginning, thence North 735.14 feet along the East line of said Southwest Quarter (1/4) of the Northeast Quarter (1/4), thence South 86 degrees 08' 12" West 593.89 feet, thence South 735.14 feet to the South line of said Southwest Quarter (1/4) of the Northeast Quarter, thence North 86 degrees 08' 12" East 593.89 feet to the point of beginning, said parcel containing 10.000 Acres including 0.464 Acres of County Road Right of Way,

said easement being 20 feet wide and being 10 feet wide on both sides of the following described centerline:

> Commencing at the Northwest Corner of said parcel, thence South 314.77 feet along the West line of said parcel to the point of beginning, thence North 48 Degrees 06' 46" West 890 feet to the terminus,

said easement carrying with it the perpetual right to withdraw water from the existing water well located at the easement terminus upon grantors' property situated in the Southwest Quarter of the Northeast Quarter of Section 28, Township 74 North, Range 26 West of the 5th P.M., such withdrawal right to be limited to the service of one house and the watering of livestock to be located on the real estate first above described. Said easement shall also include a perpetual easement for the purpose of maintaining, repairing, replacing or reconstructing said well or underground waterline upon their present location. All line and pump maintenance, repair, replacement or reconstruction shall be at the expense of grantees and their heirs, successors and assigns. Grantees and their heirs, successors and assigns shall be responsible for payment of all damage to the crops or real estate of grantors and their heirs, successors and assigns occasioned by the use, maintenance, repair, replacement or

reconstruction of the well or underground waterline by grantees and their agents, employees, heirs, successors and assigns. Grantors make no warranty as to the quantity or quality of the water the aforesaid well may provide; and grantees, by their execution of this agreement, acknowledges that no such representations have been made and that they agree to all the provisions of the above and foregoing Water Usage and Line Easement.

Dated at Truro, Iowa, this 26th day of August, 1985.

Don Carroll Taylor

Kenneth Carter

Diane A. Taylor

Ardys Carter

STATE OF IOWA, COUNTY OF Madison, SS:

On this 26th day of August, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth Carter and Ardys Carter, husband and wife, and Don Carroll Taylor, and Diane A. Taylor, 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.

Notary Public in and for the State of Iowa

JOLENE K. DeCARLO
MY COMMISSION EXPIRES