EASEMENT FOR WATER WELL

THIS EASEMENT, made and entered into this 27 day of SEPTEMBER, 1985, by and between Carl F. Carter and Carol E. Crane, husband and wife, and Lyle A. Leeper and Esther Leeper, husband and wife, all hereinafter referred to as Grantors, and Kim E. Harris and Marcia L. Harris, husband and wife, hereinafter referred to as Grantees, WITNESSETH:

1.- Grantors are the equitable and legal titleholders of record of the following described real estate, to-wit:

> The West Half (½) of the Northwest Quarter (¼) of Section Twenty-two (22), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, excepting therefrom a parcel of land described as follows: Beginning at the Northwest Corner of said Section Twenty-two (22), thence South 439.90 feet along the center-line of a County Road which is the West line of said Northwest Quarter (¼), thence North 89°57'29" East 219 feet, thence North 249.90 feet, thence North 89°57'29" East 184 feet, thence North 186.96 feet to the North line of said Northwest Quarter (¼) which is the South right-of-way line of a County Road, thence North 89°36'30" West 403.01 feet to the Point of Beginning, containing 3.0001 acres including 0.5479 acres of county road right-of-way.
>
> NOTE: The West line of the NW¼ of Section 22-T77N-R29W of the 5th P.M., is assumed to bear due North and South.

2.- Grantees are the owners in fee simple of the following described real estate, to-wit:

> A parcel of land described as beginning at the Northwest Corner of Section 22, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence S00°00'00" 439.90 feet along the centerline of a County Road which is the West line of the NW¼ of said Section 22; thence N89°57'29" E 219.00 feet; thence N0°00'00" 249.90 feet; thence N89°57'29" E 184.00 feet; thence N0°00'00" 186.96 feet to the North line of the NW¼ of said Section 22 which is the South right-of-way line of a County Road; thence N89°36'30" W 403.01 feet to the Point of Beginning containing 3.0001 acres including 0.5479 acres of county road right-of-way.
>
> NOTE: The West line of the NW¼ of Section 22-T77N-R29W of the 5th P.M., is assumed to bear due North and South.

3.- Grantors and Grantees are adjoining landowners and their respective properties are separated by a common boundary line. A water well is located on Grantors' property, and an underground waterline runs in a direct course from the well to the Grantees' property for the purpose of servicing Grantees' residence with an adequate supply of water. In accordance with the desires of all the parties hereto, Grantors and Grantees are entering into this easement agreement for the purpose of benefiting the Grantees' property with the perpetual use of the well and waterline located on Grantors' property.

4.- NOW, THEREFORE, in consideration of the sum of One Dollar

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $15.00

#2. Easement For Water Well

and the mutual covenants herein contained, the Grantors do hereby grant unto Grantees, and their successors, a perpetual easement over and across the following described real estate, to-wit:

> A strip of land being 20.00 feet in width; 10.00 feet either side of the following described center-line; commencing at the Northwest Corner of Section 22, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence S89°36'30" E 403.01 feet; thence S0°00'00" 186.96 feet; thence S89°57'29" W 75.87 feet to the Point of Beginning; thence S18°58'19" E 125.60 feet to a point 20.00 feet south of the center of the well which is the end of said easement,

to be used by the Grantees for the following purposes:

a.- To withdraw water from the well located on said property.

b.- To use, inspect, repair, maintain, and, if necessary, remove and replace the well and waterline located thereon.

c.- Said easement shall be used by the Grantees, or their successors, for the purposes stated above, and for no other purpose.

5.- The easement granted hereunder shall include the right of ingress and egress by Grantees over the adjacent lands of Grantors for the purposes of this easement.

6.- Grantees shall compensate Grantors, or their successors, for loss of crops which may result from the exercise of the stated purposes of this easement. Grantees shall promptly back-fill any trench made on the easement strip in the event of repair or replacement of the well or waterline, and shall also repair any damaged tile or fence.

7.- Grantors and Grantees acknowledge and agree that the easement rights granted hereunder are for the sole and exclusive use and benefit of Grantees and their successors. Grantors, and their successors, shall not have any rights or privileges to the use of the well and waterline referenced herein, and Grantors shall not do any act or thing which will unreasonably interfere with the exercise by Grantees of the easement rights granted hereunder.

8.- Grantees shall pay all utility costs connected with the use of the well.

9.- The easement rights granted hereunder shall be binding upon the Grantors and Grantees, their successors, administrators, and assigns.

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

GRANTEES

Kim E. Harris
Kim E. Harris

Marcia L. Harris
Marcia L. Harris

GRANTORS

Carl F. Carter
Carl F. Carter

Carol E. Crane
Carol E. Crane

Lyle A. Leeper
Lyle A. Leeper

Esther Leeper
Esther Leeper

#3. Easement For Water Well

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 27 day of SEPTEMBER, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Harris and Marcia L. Harris 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.

Robert J Kress
Notary Public in and for the State of Iowa.
ROBERT J KRESS

ROBERT J. KRESS NOTARY PUBLIC IOWA SEAL

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 27 day of SEPTEMBER, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carl F. Carter and Carol E. Crane 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.

Robert J Kress
Notary Public in and for the State of Iowa.
ROBERT J KRESS

ROBERT J. KRESS NOTARY PUBLIC IOWA SEAL

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 27 day of SEPTEMBER, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lyle A. Leeper 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.

Robert J Kress
Notary Public in and for the State of Iowa.
ROBERT J KRESS

ROBERT J. KRESS NOTARY PUBLIC IOWA SEAL

STATE OF ARIZONA :
: SS
MARICOPA COUNTY :

On this 26 day of September, 1985, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Esther Leeper 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.

Debra L. Fellman
Notary Public in and for the State of Arizona.

NOTARY PUBLIC (SEAL)

My Commission Expires Feb. 10, 1989