WATER LINE EASEMENT

The Madison County Fair and Livestock Association, hereafter called the Grantor, does hereby grant to D. A. Bolton and Harold Wagner, hereafter called the Grantee, jointly and severally, their heirs, successors and assigns, the perpetual right and easement to construct, install, repair, replace, maintain and operate a water pipe line upon the real estate legally described as:

> a forty foot wide easement whose centerline is described as commencing at the Northeast Corner of the Northwest Quarter (1/4) of the Northwest Fractional Quarter (1/4) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence N90°00'00" W 230.16 feet; thence S0°00'00" 56.88 feet to a water meter pit; thence S 1°56'05" E 226.00 feet; thence S 88°12'18" E 157.08 feet; thence S 0°54'27" W 156.58 feet; thence S 0°35'26" E 924.44 feet to the fence along the South line of the Northwest Quarter (1/4) of the Northwest Fractional Quarter (1/4) of said Section One (1) at a point 260.00 feet West of the Southeast fence corner of the Madison County Fair Association Property and 67.85 feet N 88°38'22" W. of the Southeast Corner of the Northwest Quarter (1/4) of the Northwest Fractional Quarter (1/4) of said Section One (1)

In consideration of this grant, Grantee agrees to pay Grantor the sum of $1.00, receipt of which Grantor hereby acknowledges. This consideration recited shall constitute payment in full for any damages to the land of the Grantor by reason of the installation and operation of the water line referred to herein. The Grantee covenants to maintain the water line in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, their successors and assigns. The Grantee further covenants to restore the surface of the easement to its original condition in the event the surface is disturbed incident to any repair, replacement or maintenance upon the said water pipe line.

The Grantor covenants that no act will be permitted which is inconsistent with the rights hereby conveyed to the Grantee including, but not limited to, the erection of buildings or other structures upon the easement premises. The Grantor further covenants reasonable access upon and across the easement for the purposes set forth above.

This easement shall run with the land and bind the heirs, successors and assigns of the parties hereto.

The Grantor covenants with Grantee that it is the owner of the above described real estate and has full right and authority to validly grant this easement and the Grantee may quietly enjoy the easement.

Dated this 3rd day of FEBRUARY, 1986, at Winterset, Iowa.

GRANTOR

MADISON COUNTY FAIR AND LIVESTOCK ASSOCIATION

By Kenneth O. Payne
Kenneth O. Payne, Chairman

Dale B. Boyle

GRANTEE

D. A. Bolton
D. A. Bolton

Harold Wagner
Harold Wagner

Compared

FILED NO. 1887
BOOK 119 PAGE 670
1986 MAR 12 PM 1:39
IND ✓
REC ✓
PAGE ✓
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
2pgs. Fee $10.00

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 11th day of March, A.D. 1985, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Kenneth O. Payne, to me personally known, who, being by me duly sworn, did say that he is the Chairman of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said)(the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Kennth O. Payne acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

NOTARIAL SEAL IOWA JOYCE E. BINNS MY COMMISSION EXPIRES 8-10-86

Joyce E Binns
Notary Public

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 3rd day of FEBRUARY, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. A. Bolton, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA JOYCE E. BINNS MY COMMISSION EXPIRES 8-10-86

Joyce E Binns
Notary Public

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 3rd day of FEBRUARY, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold Wagner, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA JOYCE E. BINNS MY COMMISSION EXPIRES 8-10-86

Joyce E Binns
Notary Public