Conv.

FILED NO. 112
BOOK 119 PAGE 716
1986 JUL 17 AM 10:27
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $40.00
8 pgs.

EASEMENT AGREEMENT
FOR DORIS WEEKS AND THE PRODUCTION CREDIT ASSOCIATION OF THE MIDLANDS
(formerly the South Central Production Credit Association of Creston)
to withdraw water and provide access

WHEREAS, Doris Weeks, also known as Doris L. Weeks, single, is the record holder of title to the following described real estate:

Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section Twenty Seven (27) and the West Half of the Northwest Quarter (W 1/2 NW 1/4), and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M. Madison County, Iowa;

WHEREAS, concurrent with the execution of this Agreement, Doris Weeks will execute and deliver to the Production Credit Association of the Midlands a Quit Claim Deed for the following described real estate (hereafter, Parcel A):

The Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) except the South ten (10) acres thereof, of Section Twenty-seven (27), and the West Half of the Northwest Quarter (W 1/2 NW 1/4), and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa;

WHEREAS, Doris Weeks will retain full ownership of a portion of the larger tract described as follows (hereafter designated as Parcel B):

The South ten (10) acres of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section Twenty-seven (27), Range Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa;

WHEREAS, the water used by the residence situated on Parcel B is drawn from a well located on Parcel A, and Parcel B must be crossed to obtain reasonable access to a portion of Parcel A:

NOW THEREFORE, in consideration of these premises, the parties do hereby agree as follows:

I. Right to remove water

A. Well and Water Pipe Line

An easement is hereby created for the benefit of the holder of Parcel B enter upon and remove water from an existing well and through an existing pipe line located on the following portion of Parcel A:

The Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-nine (29), West of the 5th P.M. The general location of the well and water pipe line are shown on the drawing attached to this Agreement as Exhibit 1.

B. Right of ingress and egress

The holder of Parcel B shall have the right of ingress and egress upon the above described portion of Parcel A to operate, inspect, maintain, repair and reconstruct, the well and existing water line or any replacement thereof in the same location and all appurtenances thereto, including an electrical service line located above or below the surface congruent with the existing water and electrical service lines.

C. Right to build and maintain fence

The holder of Parcel B shall have the right to maintain a fence with gate that is not more than twenty (20) feet from the existing well, located upon the above described portion of Parcel A.

D. Restoration of Surface and Fences

Any disturbance of the surface of Parcel A resulting either directly or indirectly from the exercise of any of the rights created by this easement by the holder of Parcel B or their agents or by their entering upon Parcel A, shall be repaired or restored substantially to the same condition as then exists by the holder of Parcel B.

E. Damages caused by Holder of Parcel B

The holder of Parcel B shall also pay the holder of Parcel A for all damages caused to their land, livestock, fences or crops by the holder of Parcel B or their agents, in exercise of any right granted under this Agreement.

F. Disclaimer of quantity or quality of water.

The holder of Parcel A shall not be responsible for the quantity or quality of water removed pursuant to this easement, and in the event either the quantity or quality become deficient in any way, the holder of Parcel A shall have no liability except to the extent such diminution in quantity or quality is attributable to the actions of the holder of Parcel A or their agents.

G. Restrictions upon use by holder of Parcel A.

1. Concurrent use limited

The holder of parcel A shall be permitted to concurrently draw water from the well which is the subject of this easement agreement via an existing livestock waterer located approximately as shown on Exhibit 1. Provided, however such use shall not deplete or in any way diminish the amount of available water needed for household and livestock purposes for the benefit of the holder of Parcel B. If the holder of Parcel B has more than 200 head of hogs, including pigs, the holder of Parcel B shall reduce the number to 200 head should the available water be insufficient for Parcel A usage and Parcel B usage. In the event of the inability of the well to recharge and maintain a sufficient supply for household and livestock use (as limited above)by the holder of Parcel B, such concurrent use of the well by the holder of Parcel A shall be diminished or discontinued to the extent necessary to enable the holder of Parcel B to withdraw water for household and livestock purposes as limited above.

2. Feeding

The holder of Parcel A shall not be permitted to engage in concentrated confinement or manual feeding of livestock within one hundred fifty (150) feet of the well located on Parcel A which is the subject of this agreement. This restriction shall apply to the use of feed bunks, hay rings, and other similar livestock feeding equipment.

3. Contamination

No row crops shall be grown within twenty (20) feet of the well located on Parcel A which is the subject of this easement agreement. Further, the holder of Parcel A shall not engage in any activity prohibited or regulated by County health rules and regulations or rules and regulations now or hereafter implemented by the Department of Water, Air and Waste Management, for the purpose of insuring the potability of the water.

4. Trees and Shrubs

The holder of Parcel A shall not plant any trees or shrubs in an area where the roots would eventually affect the well or water line which is the subject of this easement, or any way interfere with the repair and maintenance thereof.

H. Electricity and Maintenance

The cost for electricity and maintenance for the well and water pipeline shall be allocated between the holder of Parcel B and the holder of Parcel A on the basis of the ratio of the total number of gallons of water consumed by the holder of Parcel A to the total number of gallons of water pumped from the well. Such proration for the purposes of electrical charges shall be measured from billing date, to billing date and for the purposes of pro rating maintenance costs, reference shall be made to the relative amounts of water pumped or consumed by the holder of Parcel A and the holder of Parcel B for the last preceeding twelve (12) month period. To determine the relative amounts of water consumed, the holder of Parcel A shall upon commencing to use water pursuant to this easement obtain and install a water meter at or near the existing livestock waterer noted above, and the holder of Parcel B shall at the same time likewise obtain and install a water meter at or near the well which is the subject of this easement.

II. Easement of Access

A. Easement

An easement of access is granted over the East two rods of Parcel B for the benefit of the holder of Parcel A to permit ingress and egress to and from the following portion of Parcel A:

The Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) except the south ten (10) acres thereof, of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-nine (29), West of the 5th P.M.

B. Restoration of Surface outside of easement area

Any disturbance of the surface outside the area burdened by this easement resulting either directly or indirectly from any of the rights hereby granted, either by the holder of Parcel A, or their agents, or by entry of any of them upon the area of Parcel B burdened by this easement shall be repaired or restored by the holder of Parcel A to substantially the same condition as now exists.

C. Damages

All damages incurred by the holder of Parcel B to their land, fences, crops or livestock shall be paid by the holder of Parcel A to the extent such damages are proximately caused through the exercise of any rights granted to the holder of Parcel A under this agreement.

D. Restrictions upon use

This easement shall be limited and used for providing access to the portion of Parcel A as described above for residential, recreational, and agricultural purposes by the holder of Parcel A, but under no circumstance shall the easement be used to permit access by the general public.

E. Fences

No fences shall be installed along the western boundary of the area burdened by this easement without the prior written consent of the holder of Parcel B. The holder of Parcel A shall have no obligation to maintain the fence located on the eastern side of the area burdened by this easement, but the expense for acquiring and installing a larger gate than the present gate which opens from the road onto the area burdened by this easement, shall be paid by the holder of Parcel A.

The east one-half (1/2) of the north boundary fence of Parcel B, including any gates which may be installed by the holder of Parcel A, shall be maintained by the holder of Parcel A, and the west one-half (1/2) of such boundary fence shall be maintained by the holder of Parcel B.

F. Road surface

The holder of Parcel A shall have the right to gravel or otherwise improve the surface of the area burdened by this easement at their expense, and any maintenance provided shall also be at the expense of the holder of Parcel A.

III. Covenants running with the land

The easements created by this agreement shall be covenants running with the land and shall be a burden thereon and shall be binding upon the undersigned parties and upon their heirs, and assigns, providing however, none of the parties, their heirs or assigns, assume any liability or responsibility to the other, their heirs or assigns, or any other person exercising any rights hereunder, except as otherwise provided above, or by reason of any business conducted with each other, their heirs, assigns, or otherwise.

HOLDER OF PARCEL A:

THE PRODUCTION CREDIT ASSOCIATION
OF THE MIDLANDS

NO SEAL

By Keith J Harrop AVP
Keith J. Harrop
ATTEST: Assistant Vice President

HOLDER OF PARCEL B:

Doris Weeks
Doris Weeks

STATE OF IOWA)
) ss
COUNTY OF UNION)

On this 27 day of February A.D. 1986, before me, the undersigned, a Notary Public in and for said County and State personally appeared Keith J. Harrop and _____ to me personally known, who being by me duly sworn, did say that they are the Assistant Vice President and _____ respecively, of said corporation; that the seal affixed thereto is the seal of the 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 Keith J. Harrop and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

MARION JAMES Iowa NOTARIAL SEAL

Marion E. James
NOTARY PUBLIC
in and for said County and State

STATE OF IOWA)
) SS
COUNTY OF UNION)

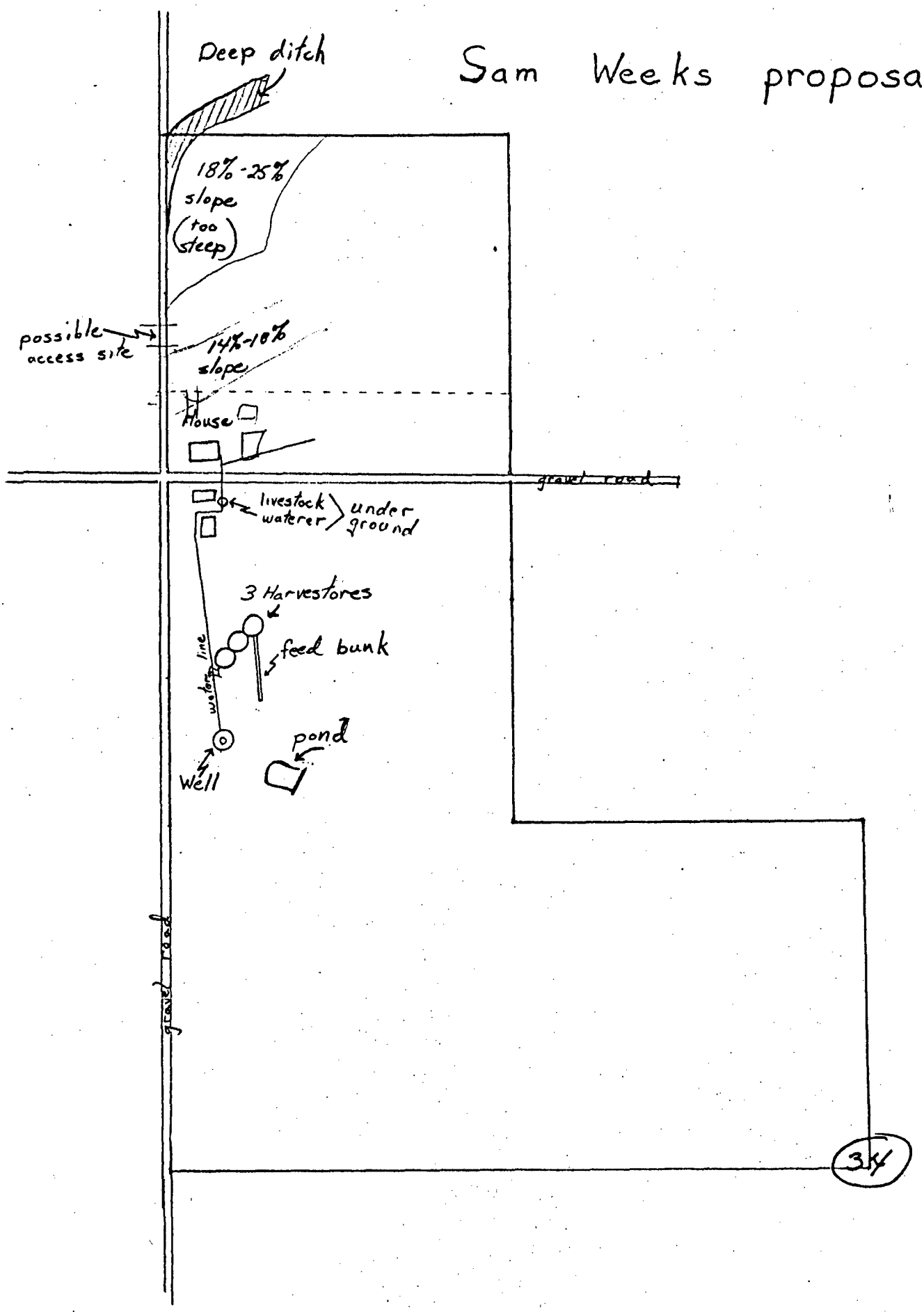
On this 27 day of February, A.D. 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Doris Weeks, also known as Doris L Weeks, a single person, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

MARION Iowa SEAL

NOTARY PUBLIC
in and for said County and State

EXHIBIT A

Sam Weeks proposal



Not to scale