EASEMENT

This agreement made and entered into this 20th day of April, 1979, WITNESSETH:

H. Dwayne Crozier and Jane Crozier, husband and wife, do hereby grant to James L. Drake and Laura J. Drake, husband and wife, a permanent and perpetual easement and right of entry over, under, on and to the real estate legally described as:

> The West 20 feet of the South 1366.9 feet of the Southeast Quarter (SE¼) Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., except the South 866.9 feet thereof

for the purpose of maintaining, repairing and replacing the well, pumps, pipes or water lines, electric or other energy transmission lines and all other component parts of a water supply system, presently installed and constructed on such real estate and owned by James L. Drake and Laura J. Drake, husband and wife.

As a condition hereof, James L. Drake and Laura J. Drake, husband and wife, agree to repair and restore the surface of the ground which is disturbed by, and pay all damages resulting from, the future exercise of this easement and right of entry provided however in no event shall the existance of the component parts of the water supply system or the drawing of water from the well included as a part of the water system be the basis of any damages.

This easement shall be permanent and perpetual; shall be construed as a covenant running with the real estate described as:

> A tract of land described as follows, to-wit: Commencing at a point 373 feet North of the Southwest corner of the Southeast Quarter (SE¼) of Section One (1), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence South 89° 37' East 310 feet parallel to the South line of said Southeast Quarter (SE¼), thence North 53°38' East 68 feet, thence South 77° 36' East 33 feet, thence North 12° 24' East along the centerline of a County Road 473.8 feet, thence West 498.7 feet to the West line of said Southeast Quarter (SE¼), thence South 493.9 feet to the point of beginning, containing 5.0005 acres including 0.3458 acres of County Road right-of-way,

and shall be binding upon the parties hereto, their heirs, devisees, legatees, executors, administrators, assignees or successors in interest.

This easement is executed and delivered for the purpose of correcting and amend the legal description recited in the easement recorded in Book 112 at page 616 of the records in the office of the Recorder of Madison County, Iowa.

H. Dwayne Crozier
H. DWAYNE CROZIER

Jane Crozier
JANE CROZIER

Compared

FILED NO. 1713
BOOK 112 PAGE 785
1980 APR -8 PM 1:17
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6.00

IND. ✓
REC. ✓
PAGE ✓

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STATE OF IOWA)
)ss
POLK COUNTY)

On this 7th day of April, 1980, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared H. Dwayne Crozier and Jane Crozier, 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.

CHARLES E. TUCKER, JR.
MY COMMISSION EXPIRES
4-30-81

Notary Public
Charles E. Tucker, Jr.