AGREEMENT FOR CONVEYANCE, CONSTRUCTION AND MAINTENANCE OF EASEMENT

This Agreement made September 11, 1980, by and between LAMAR A. EASLEY and RUBY J. EASLEY, husband and wife, of R. R. 1, Dexter, Madison County, Iowa, hereinafter referred to as First Parties, and ORIN K. ABBOTT and LOIS M. ABBOTT, husband and wife, of R. R. 2, Dexter, Madison County, Iowa, hereinafter referred to as Second Parties, WITNESSETH:

First Parties are owners of the following described real estate located in Madison County, Iowa:

> South One-half (S½) of the West Quarter (W¼) of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section Twenty-nine (29), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Second Parties are owners of the following described real estate located in Madison County, Iowa:

> South One-half (S½) of the East Quarter (E¼) of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The parties desire to construct a pond on the above described property owned by First Parties and Second Parties for the purposes set forth herein, and desire to grant each other an easement on their respective tracts of land for the common use of the pond and for the benefit of each party. The parties further desire to make specific provisions herein governing the use, duration, construction, and maintenance of the pond located on the easements.

In consideration of the covenants herein contained, the parties agree as follows:

1.- First Parties grant to Second Parties an easement on the above described real estate owned by First Parties, and Second Parties grant to First Parties an easement on the above

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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described real estate owned by Second Parties, said easements granted by one party to the other to be used as further provided herein for the construction, maintenance, and use of a pond on the above described real estate owned by First Parties and Second Parties.

2.- The pond shall be constructed as shown on the attached map or plat hereby made a part of this Agreement. Such plans shall include, but not be limited to, the following specifications:

a.- Provisions for a type of watering outlet (hydrant or other).

b.- A grass buffer strip of approximately one hundred feet (100') in width shall be constructed inside the fenced area of the pond and easement. This requirement shall not be construed to apply to the fence below the dam or to land laying two hundred feet (200') or more from the pond water line, which may be in row crop.

c.- All pond fencing shall be constructed using wood or steel posts with four (4) barb wires.

3.- Excluding the cost of pond fencing, the parties acknowledge that fifty percent (50%) of the entire construction cost of the pond is being paid for by the Madison County A.S.C.S. The parties agree to bear the remaining cost of pond construction, excluding the cost of pond fencing, as follows:

a.- First Parties agree to bear fifty percent (50%) of such cost; and

b.- Second Parties agree to bear fifty percent (50%) of such cost.

The parties agree that First Parties shall bear the cost of construction of that part of the pond fencing which is constructed on the real estate owned by them, and that Second Parties shall bear the cost of construction of that part of the pond fencing which is constructed on the real estate owned by them. From and after the completion of construction of the pond fencing, each

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party hereby agrees, at their own expense, to maintain and keep in good repair that portion of the pond fence located on their respective real estate.

4.- The pond shall be constructed for the following general purposes:

a.- Conservation and erosion control;

b.- Livestock watering; and

c.- Wildlife benefits and recreation.

5.- The parties acknowledge and agree that the easements each has granted to the other is for the construction, use, and maintenance of the pond referenced herein. In connection with the use of said easement and pond, the following rights and restrictions shall apply:

a.- Both parties shall have access to the entire pond and easement areas granted to each other for the purposes set forth in Paragraph 4. above, and for purposes of maintenance and repair of the pond and fence. Both parties shall also have the right to grant such access to third parties for limited periods of time for any reasonable purpose or purposes.

b.- In the exercise of livestock watering rights, each of the parties shall be restricted to not more than the following numbers: 1.- two (2) bulls; 2.- forty (40) cows with calves, OR fifty (50) calves, OR fifty (50) coming two (2) year old feeder type cattle.

c.- In times of extreme drouth no livestock watering shall be permitted or water taken for any other use by the parties if the water line drops four (4) feet below the mechanical spillway.

d.- The easements granted each other for the use of the land and pond constructed thereon are to each of the parties only and for their respective benefits. The parties agree that only their close friends and family can use the pond and adjoining land covered by the easements for recreational purposes. In this regard, gas or electric powered craft on the pond or adjacent land covered by the easements is prohibited. Any liability of the parties for personal injury to themselves, members of their families, or guests shall be borne one hundred percent (100%) by the party permitting such persons to use the pond and easement.

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Easley - Abbott

6.- First Parties and Second Parties agree that the conservation and erosion maintenance costs of the pond and easement shall be borne fifty percent (50%) by First Parties and fifty percent (50%) by Second Parties. As the maintenance costs are incurred, payment of the same shall be made only at the time or times mutually agreed upon by the parties.

7.- This grant of easement by the parties to each other shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their grantees, their heirs, successors, or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, the day and year first above written.

FIRST PARTIES

Lamar A. Easley
(Lamar A. Easley)

Ruby J. Easley
(Ruby J. Easley)

SECOND PARTIES

Orin K. Abbott
(Orin K. Abbott)

Lois M. Abbott
(Lois M. Abbott)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 17th day of September, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lamar A. Easley and Ruby J. Easley, 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.

Samuel H. Graland
Notary Public in and for the
State of Iowa

SAMUEL H. GRALAND
Iowa
NOTARIAL SEAL

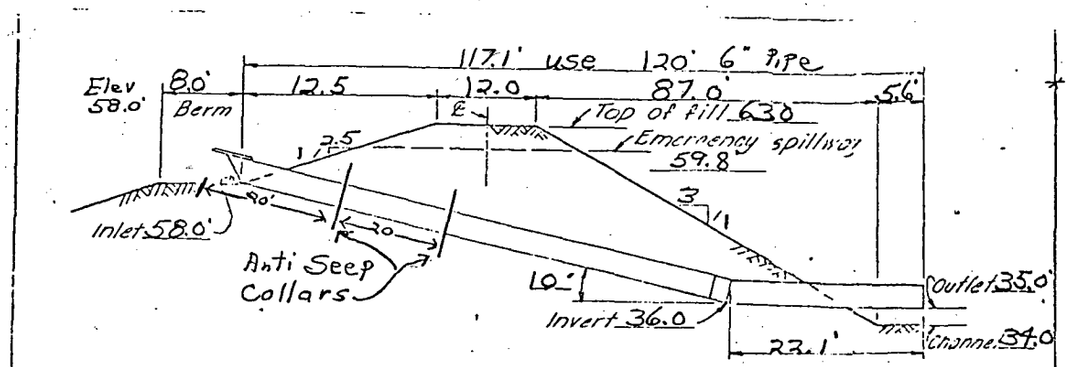
#5. Agreement
Easley - Abbott

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 16th day of September, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Orin K. Abbott and Lois M. Abbott, 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.

Samuel D. Rowland
Notary Public in and for the
State of Iowa

SEAL
SAMUEL D. ROWLAND
NOTARIAL SEAL



SECTION ON CENTERLINE

* Yardage figured on 2.5:1 Side Slopes Not 2.5:1 & 3:1

BILL OF MATERIALS

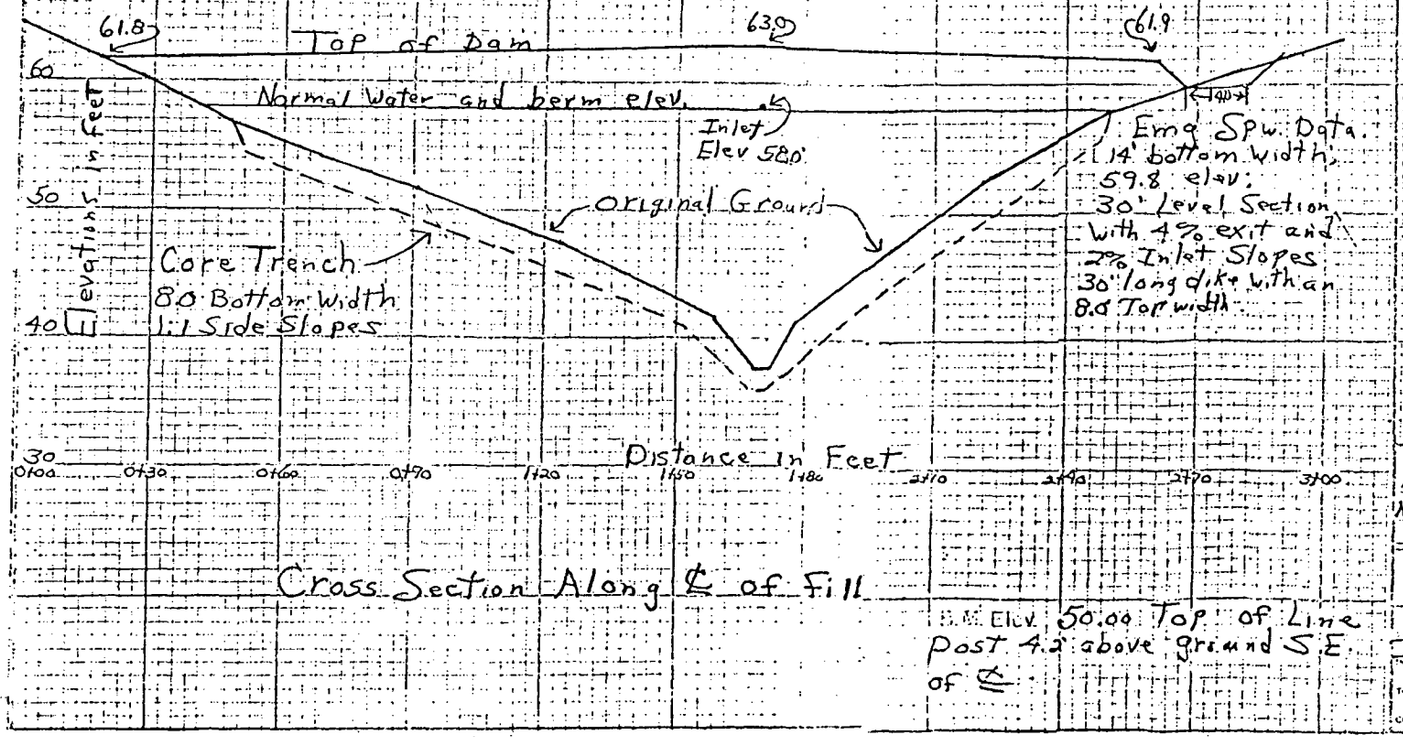
* 120 ft. of 6" dia 16 gage metal pipe with hood inlet
Pipe and appurtenances to be Galvanized Copper Steel Flanged Helical Copper Steel only

2 ea. antiseep collars 72" x 72", 14 ga. 1 piece.
— Pipe connectors Flanged as needed
1 - 20' Inlet Section, hooded; bevel Cut; 1 Flange
2 - 20' Intermediate Sections 2 Flanges
1 - 30' Intermediate Section 2 Flanges
1 - 30' Outlet Section 1 Flange
Live Stock Water Pipe and fittings

* 6248 cu. yd. earth fill Main Fill 5,480; 5% Settle 274; Stripping 273; Core Trench 170; dike 30' Long 51 Cu Yds Total 6,248

6639 cu yds with 3:1 back Slope & 2.5:1 Front Slope

Note: All Elevations Shown Are Constructed Elevations



Pond Size 1.

RCM	76
ADA	28
Stage Req'd	1.8

Job Class III

Q 2 Storm Design

HOOD INLET

Cooperator LaMar Easley + Orin Abbo
NE¼ 30 NW¼ 29 Sec 30 T 76 N R 29 W
Madison County, Iowa

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed F Marckmann 4/80
Drawn F Marckmann 4/80
Traced
Checked

State Engr

USDA 656-217