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AGREEMENT

THIS AGREEMENT, made and entered into by and between BEULAH ANN EVANS, hereinafter called "Evans", and DONALD M. BRYANT and GEORGIA L. BRYANT, hereinafter called "Bryants".

WHEREAS, Evans is the owner of the following-described real estate, to-wit:

> Four (4) Acres in a square form located in the Southeast Corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-two (22), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, Bryants are the owners of the following-described real estate, to-wit:

> Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-two (22), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, the parties have constructed a dam, pond and well on the boundary line between the above-described properties, with the dam and pond being located partially on each property, and the well being located on the Evans property; and

WHEREAS, the parties desire to enter into an agreement to provide for the use and maintenance of the pond, dam and well.

NOW THEREFORE, IT IS AGREED as follows:

1. The cost and maintenance of fences erected around said pond shall be paid for equally by the parties.

2. Evans hereby grants Bryants an easement to said well for the installation of a pump in said well and pipes from the well to Bryants adjoining property, together with right of ingress and egress to and from said well for purposes of repairing and maintaining said well and pipe.

3. Both Bryants and Evans shall each be responsible to install their own pump in said well and their own water lines. Each of the parties shall be solely responsible for repairs and maintenance of their own pumps and water lines. Other costs of maintenance of the well shall be shared equally by both parties.

4. Costs of maintenance of the dam and pond shall be shared equally by both parties.

5. Both parties shall have access to the dam and pond and equal rights to use said dam and pond for any purpose which does not damage the dam, pond or well. Bryants shall have the right to draw water from the pond through the pipe running through the dam to water livestock owned or to be owned by Bryants.

Compared

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IND. REC. PAGE

For amendment to correct legal description see Deed Rec 113 - 347

6. No hog confinement facility, or other facility which would damage the pond or well or quality of water of the pond, shall be erected by either party in the watershed area from which water drains or runs into said pond.

7. This agreement shall binding upon the parties, their heirs, successors, and assigns.

Dated this 10 day of September, 1981.

Beulah a Evans
Beulah Ann Evans

Donald M Bryant
Donald M. Bryant

Georgia L. Bryant
Georgia L. Bryant

STATE OF IOWA :
COUNTY OF MADISON : ss

On this 10 day of September, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

BEULAH ANN EVANS, DONALD M. BRYANT and GEORGIA L. BRYANT

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.

Jerrold B. Oliver
Jerrold B. Oliver, Notary Public in and for said County and State.

JERROLD B. OLIVER
NOTARIAL SEAL
IOWA
MY COMMISSION EXPIRES
September 30, 1982