Compared

STATE OF IOWA, MADISON COUNTY, ss.

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Book 113 Page 343 Recording Fee $9.00 Mary E. Welty, Recorder, By Shirley A. Henry Deputy

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AGREEMENT FOR EASEMENT FOR RIGHT OF ENCROACHMENT

THIS AGREEMENT, made and entered into this 27th day of ~~April~~ October, 1981, by and between ALICE SCHUTZ, of Macksburg, Iowa, as "first party", and SHIRLEY A. WEBSTER, of Winterset, Iowa, as "second party", WITNESSETH:

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

> The Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

and,

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

> The Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, second party is desirous of obtaining a perpetual easement for ingress and egress from the highway to his premises over and across the east side of first party's premises, and,

WHEREAS, first party is desirous of building an erosion terrace on the fence line separating the respective tracts of real estate.

NOW THEREFORE, IT IS AGREED by and between the parties as follows:

A. First party does hereby grant to second party, his heirs and assigns, a perpetual easement over and across the east 24 feet of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section Ten (10) on the following conditions:

1. Second party will maintain a gate or gates on the north end of said easement and will furnish a gate or gates on the south end of said easement which will be maintained by first party, her heirs and assigns.

2. Second party shall not fence said easement, and first party agrees to maintain the partition fence on the east side of said easement.

3. Second party, so far as practicable, shall use the eastern most portion of said easement, and first party may harvest any crops grown on said easement.

B. Second party hereby grants first party a perpetual easement for building and maintaining an erosion-type terrace on the boundary line separating the respective premises owned by first and second parties on the following conditions:

1. First party may salvage so much of the present partition fence existing between the premises as she may desire and shall be entitled to all of the material so salvaged.

2. Second party agrees to pay for the cost of bulldozing the present partition fence, brush and trees from said fence line.

3. First party agrees to pay the entire cost of building said terrace.

4. Second party agrees to pay the cost of installing a five-inch tile on second party's premises from the intake on the west waterway crossing said partition line to the outlet near a pond on second party's premises.

5. The terrace to be constructed on the partition line shall be of sufficient width to permit the building of a partition fence between the premises on the top of the terrace.

6. Second party agrees to seed the fence line and the back side of said terrace.

7. Second party hereby grants first party a right of encroachment on the ridges between the east and west waterways crossing the partition line to obtain dirt for the initial building of said terrace, the top soil to be pushed aside and dirt taken from the subsoil; and after the dirt for building the terrace has been taken, the top soil together with approximately one half (½) of the top soil removed from the side of the terrace shall be redistributed over the area from which the dirt is removed.

C. The parties agree that after said terrace is constructed, first party will erect and maintain a tight partition fence on the west half of the boundary line between the premises with a gate or gates as first party may desire, and second party will erect and maintain a tight partition fence with a gate or gates on the east end on the east half of the boundary line between the premises.

D. Doyle Schutz, the husband of Alice Schutz, and Marie E. Webster, the wife of Shirley A. Webster, join in this agreement for the purpose of waiving any dower rights.

Alice Schutz

Alice Schutz

Doyle Schutz

Doyle Schutz

Shirley A. Webster

Shirley A. Webster

Marie E. Webster

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 27 day of Oct. April, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALICE SCHUTZ and DOYLE SCHUTZ 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.

WANDA LOHR Iowa NOTARIAL SEAL

Wanda Lohr, Notary Public
in and for the State of Iowa.

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 27 day of Oct. April, 1981, before me, the undersigned a Notary Public in and for said County and State, personally appeared SHIRLEY A. WEBSTER and MARIE E. WEBSTER 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.

WANDA LOHR Iowa NOTARIAL SEAL

Wanda Lohr, a Notary Public
in and for the State of Iowa.