FILED NO. 1071
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1983 JAN 28 AM 11:00

Compared

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

EASEMENT

THIS AGREEMENT, made this 28th day of January, 1983 by and between Kenneth V. Sinnwell and Willie L. Sinnwell, husband and wife, party of the first part, and Dennis McLaughlin, and Jacqueline McLaughlin, husband and wife, party of the second part,

WITNESSETH: The party of the first part, grantor, in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the party of the second part, grantee, its successors and assigns, the temporary right to use the water pipeline, which was previously laid under the eastern portion of grantor's property by agreement of the parties, to enable grantee to obtain water from the real estate directly north of and adjoining grantor's real estate. Grantor's real estate is legally described as:

The North ½ of the South ½ of the NE ¼ of the NE ¼ of Section 6, Township 75, Range 26 in Madison County, State of Iowa.

The grantee shall have the right of ingress and egress to and from said land to maintain, inspect and repair the aforementioned water pipeline.

The grantor, his heirs, successors and assigns shall have the right to use the land under, around and over said pipeline.

The grantee, its heirs, successors and assigns agrees to pay for any and all damage caused to the grantor's land, crops, fences, livestock, machinery or other personal property of grantor from the operation and/or maintenance of said pipeline.

The grantee, its heirs, successors and assigns shall have no right to relocate the aforementioned pipeline on grantor's property.

The easement given to grantee, its heirs, successors and assigns is temporary and all rights hereunder shall terminate and cease on May 1, 1983 or when grantee lays its water pipeline around

the grantor's property by virtue of an easement obtained from Madison County, Iowa, whichever event or date occurs first. This easement conveyance shall run with the land and shall be binding on the grantor, its heirs, successors and assigns during the term specified herein.

IN WITNESS WHEREOF, the parties herein have set their hands this 20th day of January, 1983.

GRANTOR

Kenneth V. Sinnwell

Kenneth V. Sinnwell

Willie L. Sinnwell

Willie L. Sinnwell

GRANTEE

Dennis McLaughlin

Dennis McLaughlin

Jacqueline McLaughlin

Jacqueline McLaughlin

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 20th day of January, 1983, before me Denia Straw, personally appeared Kenneth V. Sinnwell and Willie L. Sinnwell, husband and wife, and Dennis McLaughlin and Jacqueline McLaughlin, husband and wife, known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Denia A. Straw

Notary Public in and for the State of Iowa

DENIA A. STRAW
MY COMMISSION EXPIRES
6-30-84