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1974FEB-6 PM 4:49

MARY E WELTY
RECORDER
MADISON COUNTY, IOWA

Fee #6.50

AGREEMENT

THIS AGREEMENT made and entered into by and between Robert A. Kaldenberg and Phyllis E. Kaldenberg, hereinafter called Kaldenbergs, and August John Martin and Marilyn R. Martin, hereinafter called Martins.

WHEREAS, Kaldenbergs are the owners of the following described real estate:

> A tract of land beginning at a point located as follows: Commencing on the Southerly line of Section Thirty-four (34) 512 feet Westerly and 55 feet North of the Southeast corner of said Section, thence North 21° 27' West, 170 feet, thence North 68° 33' East, 20 feet to the point of beginning; thence 23° 34 ' East, 300 feet, thence North, 67° 23' West, 300 feet, thence South, 21° 57' East, 420.5 feet to the point of beginning, in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, Martins are the owners of the following described real estate:

> A tract of land commencing 55 feet North of a point on the Southerly line of Section Thirty-four (34) 512 feet Westerly of the Southeast Corner of said Section, thence North, 21°27' West, 170 feet, thence South, 84° 27' West 256 feet, thence South, 21° 27' East, 170 feet, thence North, 84° 27' East, 256 feet to the point of beginning, in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, the parties are purchasing on contract from Kenneth L. Voltmer and Rosanne M. Voltmer real estate located in the East Half (½) of the Southeast Quarter (¼) of Section Thirty-four (34), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M. and located in the East 22 acres of the Northeast fractional Quarter (¼) of the Northeast Quarter of Section Three (3), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M.; and

WHEREAS, water is furnished to the Martin and Kaldenberg real estate from a well located in the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-four (34), Township Seventy-six (76) North, Rnage Twenty-six (26) West of the 5th P.M.

NOW, THEREFORE, it is agrees as follows:

for assignment see deed Rec 124-310

5/2/88

1. Kaldenbergs and Martins shall have the right to use water from said well.

2. Kaldenbergs grant Martins an easement and Martins grant Kaldenbergs an easement over, under and across the East Half (½) of the Southeast Quarter (¼) of Section 34-76-26, for the purpose of installing, maintaining and repairing a water line from said well to the above described real estate referred to as the Martin real estate and Kaldenberg real estate.

3. Martins and Kaldenbergs each agree to pay for one-half of the cost of maintaining and repairing said well and water line.

4. Martins shall not be responsible for maintaining any part of a water line located upon the Kaldenberg real estate which serves the residence house on the Kaldenberg real estate. Kaldenbergs shall not be responsible for maintaining any part of a water line located upon the Martin real estate which serves the residence house on the Martin real estate.

5. Martins hereby grant Kaldenbergs an easement over and across the following described real estate:

> A parcel of land in the Northeast fractional Quarter (¼) of the Northeast Quarter (¼) of Section Three (3), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Iowa, and the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-four (34), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Iowa, described as being 10 feet, measured perpendicular, on each side of the following described line: Commencing at the Southwest Corner of the East 22 Acres of the Northeast fractional Quarter (¼) of the Northeast Quarter (¼) of said Section Three (3), thence North 330.0 feet; thence East 439.33 feet to the point of beginning; thence North 675.0 feet; thence N 46° 37' W 393.5 feet; thence N 21° 27' W 500.0 feet to the point of termination,

for the purpose of ingress and egress to the Kaldenberg real estate. Martins and Kaldenbergs agree to pay one-half of the cost for repairing a road over and across said easement strip.

Dated this 2 day of February, 1974.

August John Martin — August John Martin

Marilyn R. Martin — Marilyn R. Martin

Robert A. Kaldenberg — Robert A. Kaldenberg

Phyllis E. Kaldenberg — Phyllis E. Kaldenberg

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 2 day of February, 1974, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Robert A. Kaldenberg, Phyllis E. Kaldenberg, August John Martin and Marilyn R. Martin 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 vluntary act and deed.

Jerrold B. Oliver
Notary Public in and for the State of Iowa.

JERROLD B. OLIVER
MY COMMISSION EXPIRES
SEPTEMBER 30, 1979