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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: Clint Hight, 164 Public Square, Box 32, Greenfield, IA 50849 641-743-6197
Return Document to: Clint Hight, 164 Public Square, Box 32, Greenfield, IA 50849

EASEMENT

WHEREAS, Sherri J. Briney, single, (hereinafter Grantor) is the record holder of title of the following described real estate, to-wit:

Parcel "F" in the NE1/4SW1/4 4-75-29 as described in Plat of Survey filed in Book 2016 on Page 2417

For the purposes of this Easement, the foregoing tract is considered the servient tenement.

WHEREAS, Randall A. Briney, single, (hereinafter Grantee) is the record holder of title of the following described real estate, to-wit:

E1/2SW1/4 of 4-75-29, except Parcel "F" in the NE1/4SW1/4 4-75-29 as described in Plat of Survey filed in Book 2016 on Page 2417

For the purposes of this Easement, the foregoing tract is considered the dominant tenement.

NOW, THEREFORE, in consideration of these premises, Grantor hereby grants to Grantee, his heirs, successors and assigns, an easement for the removal of water and maintenance of a well and water pipeline and electrical service line as follows:

I. Right to Remove Water

The holders of the Dominant Tenement shall have the right to enter upon the Servient Tenement and remove water from an existing well which is located on the Servient Tenement.

II. Maintenance of Well, Water Pipeline and Electrical Service Line

A. Right of Ingress and Egress

The holders of the Dominant Tenement shall have the right of ingress and egress upon the Servient Tenement to reconstruct, maintain, inspect, repair and operate the well and existing water line or any replacement thereof in the same location and all appurtenances thereto, including an electrical service line located below the surface, congruent with the existing water line, together with the right to use and operate the well for the purpose of removing water and transporting it to the Dominant Tenement.

B. Restoration of Surface and Fences

Any disturbance of the surface of the Servient Tenement or alteration or damage to any fence separating the Servient Tenement from the Dominant Tenement resulting either directly or indirectly from the exercise of any of the rights granted by this agreement, either by the holders of the Dominant Tenement or their agents or by entry of them or either of them upon the Servient Tenement shall be repaired or restored substantially to the same condition as now exists by holders of the Dominant Tenement.

C. Damages Caused by Holders of Dominant Tenement

The holders of the Dominant Tenement shall pay the holders of the Servient Tenement for all damages caused by them or their agents to the land of the Servient Tenement, their livestock, fences, or crops, while the owners of the Dominant Tenement or their agents are exercising any rights granted under this agreement.

III. Servient Tenement

A. Removal of Water

The holders of the Servient Tenement shall be permitted to withdraw water from the well identified above.

B. Water Quality and Quantity Disclaimed

The holders of the Servient Tenement shall not be responsible to the holders of the Dominant Tenement for either the quality or quantity of water obtained from the well.

IV. Reservation of Right to Establish Separate Well

The holders of the Servient Tenement shall have the unrestricted right to establish a separate well in the nearby vicinity of the well which is the subject of this easement agreement even though doing so may diminish the available water supply to the holders of the Dominant Tenement vis-a-vis the well described herein.

V. Covenant Running with the Land

The Easement created by this agreement shall be covenant running with the land and shall be a burden on the Servient Tenement and a benefit to the Dominant Tenement and shall be binding upon Grantors, their assigns and successors in interest and upon Grantees, their assigns and successors in interest. Provided, however, none of the parties nor their successors or assigns assume any liability or responsibility to the other parties or persons exercising any right hereunder except as otherwise provided in this agreement, or by reason of any business conducted with each other, their assigns, or otherwise.

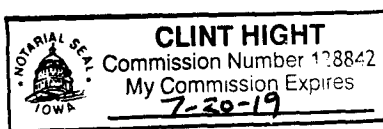
Signed this 18 day of January, 2017.

Sherri J. Briney
Sherri J. Briney

Randall A. Briney
Randall A. Briney

STATE OF IOWA, Adair COUNTY, ss:

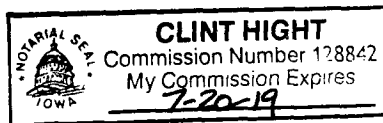
On this 18 day of January, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sherri J. Briney, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Clint Hight
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF IOWA, Adair COUNTY, ss:

On this 18 day of January, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randall A. Briney, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Clint Hight
NOTARY PUBLIC IN AND FOR SAID STATE