

## Miscellaneous Record, No. 18, Madison County

Walter Ogburn Filed for record the 12th day of May A. D. 1916 at 4:30 o'clock P. M.

Daisy C. Briggs & husband) Filed for record the 20<sup>th</sup> day of May A. D. 1916 at 9:30 o'clock A. M.  
to Jeannette E. Beck, Recorder.  
City of Winterset.) Articles of Agreement. Fee \$.90 L#1730.

This Article of Agreement made and entered into this 18th day of May, 1916, by and between Daisy C. Briggs and L. M. Briggs, wife and husband, of Madison County, Iowa, parties of the first part, and the City of Winterset, Iowa, party of the second part, witnesseth:

That whereas, the said party of the second part has purchased a certain tract of land located at or near the center of the North-west fractional quarter ( $\frac{1}{4}$ ) of section 7 in township 75 north, of range 27 west of 5th P. M., Iowa, for the purpose of developing a water supply for the use of the said party of the second part and contemplate the construction of a pumping station on said tract for the purpose of pumping water therefrom to said city, in and,

Whereas, it is necessary for said second party to lay and maintain a water pipe or main from said pumping station to said city and connect the same with the water system now in use in said city, now,

Therefore, it is agreed by and between the parties hereto, that in consideration of the payment of the sum of money and the other agreements to be kept and performed by the party of the second part as herein provided, the said second party is herein and hereby granted the right, authority and privilege to lay and maintain in the usual method, a water pipe or main upon along and across the land of the parties of the first part, as follows, to-wit: Said water pipe or main shall start at a point at or near the south east corner of the west half ( $\frac{1}{2}$ ) of the North-east quarter ( $\frac{1}{4}$ ) of the north-east quarter ( $\frac{1}{4}$ ) of section 12 in township 75, north, of range 28 west of the 5th P. M., Iowa, and run in a north-westerly direction on the most feasible route, to a point near the south west corner of the dwelling situated in the north west corner of the above described tract, and from said point north upon and along the private road way belonging to the parties of the first part, to the Public High-

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way where said Highway turns to the west near the residence of H. Bruns. That the said party of the second part shall pay to the parties of the first part the sum of Eight-five (\$85.00) Dollars, and as a further consideration the said party of the second part shall make one or two taps of the water pipe or main at or near the residence of the said parties of the first part, whether one or two taps shall be at the option of the parties of the first part, and said parties of the first part shall have the privilege of using from said pipe or main, without charge, water to the amount of 40,000 gallons per year. All expenses of piping said water, except the making of the taps and one meter, shall be borne by the parties of the first part. Should the said parties of the first part use in any one year water from said main in excess of 40,000 gallons, as determined by a meter or meters to be installed, then all water used in any one year in excess of said 40,000 gallons, shall be paid for by the parties of the first part at the then current water rate of the city. Party of the second part shall be responsible for all leakage in the water pipe or main occurring on the premises of the parties of the first part. Said party of the second part shall after constructing or laying said water pipe or main as herein provided, place the private roadway herein referred to and the ditch in which pipe or main is laid in a good and safe condition, and as near to the condition in which the same was before said main was laid as practicable.

It being expressly understood and agreed, that the said party of the second part is constructing an extension to its waterworks system for the purpose of supplying the Public with water for all general purposes, and in case the water supply fails or becomes inadequate, or is, or becomes contaminated and unfit and dangerous for the use of the public for all general purposes, then and in either event, the said party of the second part shall have the right to abandon said pumping station and remove the pipe line or main from off the property of the parties of the first part, and the obligation of the said second part to furnish the water to the parties of the first part, as herein provided, shall cease and determine, and this contract and all obligations of both parties hereunder shall be terminated.

This agreement shall commence and be in full force and after the date hereof and continue for a period of ninety-nine years, unless sooner terminated by reason of the conditions hereinbefore named, or by the direct act of the parties hereto. Provided, the said party of the second part shall have a reasonable time after the date of this agreement in which to enter upon said premises and lay said main or pipe and to complete the water works extension project and make the necessary connections before the said party of the second part shall become liable to furnish the water herein provided to be furnished by the party of the second part to the parties of the first part.

In Testimony Whereof the parties herein have hereto fixed their names on the day and year above stated.

The City of Winterset, Iowa,  
By E. K. Cole Mayor.  
Attest: H. S. Ely Clerk.  
Party of the second part.

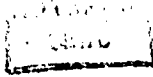
Daisy C. Briggs.  
L. M. Briggs.  
Parties of the first part.

State of Iowa, Madison County, ss. Be it remembered that on this 18<sup>th</sup> day of May, 1916.

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before me a Notary Public in and for Madison County, Iowa, personally came Daisy C. Briggs and L.M. Briggs, wife and husband, to me personally known to be the identical persons whose names are signed to the foregoing instrument as parties of the first part, and acknowledged the instrument to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

Witness my hand and official seal this day and year above written.



W.O. Lucas.  
Notary Public in and for said County.