

Miscellaneous Record. No. 23. Madison County, Iowa

J. W. Holmes & wife

#3554

Pearl E. Shetterly Recorder

To
Charles T. Cummins & wife

Fee \$.70

Filed for record the 19 day of September
A.D. 1942 at 12:53 o'clock P.M.

Pearl E. Shetterly, Recorder

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, A.D. 1940, by and between J. W. Holmes and Elvira Holmes, husband and wife, parties of the first part, and Charles T. Cummins and Edna Cummins, husband and wife, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part have this day transferred assigned and given to the parties of the second part, their heirs, devisees and legatees and grantees, the right, to possession, use and control of the following described real estate, so long as the terms and conditions of this contract are complied with:

One-half ($\frac{1}{2}$) acre in the form of a square located in the Southwest corner of the South 33.27 acres of the West Half ($W\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8) Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., and

WHEREAS, the parties of the second part will construct at their expense, upon said real estate, a pond for the purpose of supplying water to first and second parties, and said real estate is also to be used as a right of way or to connect other lands owned by second parties, and the parties hereto do now hereby agree as follows:

1. That parties of the second part will construct upon the above described real estate, a pond, by building a dam approximately Sixty (60) feet long, Twenty (20) feet wide and Eight (8) feet high, and will use all reasonable efforts to hold as much water in said pond as its capacity will permit.
2. Both parties shall contribute equally to the cost of running a pipe from said pond to and including a tank to be located on the partition line dividing the lands owned by both parties, and so long as said pond is maintained, both parties shall have the right to the water therefrom, through the use of said tank to be kept and maintained on said partition line.
3. After said pond has been constructed, both parties shall be equally liable for the maintenance of said pond, pipes and tank.
4. Both parties shall share equally, the labor and cost of constructing any new fence around said one-half acre of land as above described.
5. The heirs at law, devisees, legatees and grantors of either parties hereto, receive and have the same rights as have the parties hereto.
6. If at any time the parties of the second part, or their successors as hereinbefore mentioned, fail, refuse or neglect to contribute their share of the work, labor and expense necessary to maintain said pond, pipes and tank, the parties of the first part or their successors may serve upon the opposite parties, a thirty (30) days notice in writing, and if said parties continue to refuse, neglect or fail to contribute or perform their share of labor and expense necessary to maintain ~~in~~ said pond, the real estate, and all rights in and to said real estate herein conveyed, shall automatically cease and terminate in parties of the second part, and shall thereupon revert to the parties of the first part.
7. That said pond will at all times be kept fenced, and livestock will not be permitted in or adjacent to the banks of said pond. However, nothing contained herein, shall prevent second

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parties from using the land adjacent to said pond or the dam as a roadway in traveling to and from the lands owned by second parties and which are connected by said one-half ($\frac{1}{2}$) acre.

J W Holmes
 Elvira Holmes
 First Parties
 Charles T. Cummins
 Edna Cummins
 Second Parties

STATE OF IOWA Madison County) ss.

On this 4 day of November, 1940, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came J. W. Holmes and Elvira Holmes, Charles T. Cummins and Edna Cummins, personally to me known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

NOTARY PUBLIC
 TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last
 above written.