

REC'D 15⁰⁰
AUD'S
FILED 1⁰⁰

002943
FILED NO.
BOOK 142 PAGE 251

FILED -7 PM 1:04

STELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

6 ✓
Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072
(515) 758-2267

EASEMENT

THIS EASEMENT, is made and entered into this 31st day of January, 2000, by and between Scott J. Cutting, herein referred to as "Cutting", and John Paul Marston, herein referred to as "Marston",

WITNESSETH:

Cutting is the owner of the following described real estate, to-wit:

Parcel "A", located in the Northeast Fractional Quarter of the Northwest Quarter of Section 3, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Northeast Fractional Quarter of the Northwest Quarter of Section 3, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 1°24'51" East along the West line of the Northeast Fractional Quarter of the Northwest Quarter of said Section 3 which is an existing fenceline, 601.59 feet; thence North 90°00'00" East, 281.61 feet; thence North 1°24'51" West, 601.59 feet to a point on the North line of the Northeast Fractional Quarter of the Northwest Quarter of said Section 3; thence South 90°00'00" West along the North line of the Northeast Fractional Quarter of the Northwest Quarter of said Section 3, 281.61 feet to the point of beginning. Said parcel contains 3.888 Acres, including 0.213 Acres of county road right-of-way.

#2. Easement
Marston - Cutting.

Marston is the owner of the following described real estate, to-wit:

The NE $\frac{1}{4}$ and the E $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section
3, Township 76 North, Range 29 West of the 5th
P.M., Madison County, Iowa.

The Cutting property and the Marston property adjoin each other and share common boundary lines. An active water well with appurtenant equipment is situated on the Cutting property. Cutting and Marston desire to insure the continuity of water service to the Marston property by means of an easement grant from Cutting to Marston as provided herein.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration and the mutual covenants contained herein, Cutting hereby grants and conveys to Marston an easement and a right of entry over and across Cutting's above described real estate for the following uses and purposes:

1. The easement granted to Marston is for the purpose of drawing water from the active well located on the Cutting property and shall include the right to install, maintain, repair and replace such pipes, lines, pumps, motors, electric cables and lines and appurtenant devices and equipment as are necessary to draw water from such well and transport such water to Marston's above described real estate.

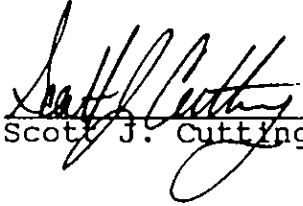
2. This easement does not grant Marston the exclusive right to draw water from such well. Cutting reserves the right to use the well for himself and his successors in interest. The easement is not to be construed in any way to guarantee Marston a water supply.

3. If any damage to the surface of the ground within the easement area results from the exercise of the easement or right of entry by Marston, Marston shall restore the surface and Marston shall be liable and pay for any damage to fences, gates or other property belonging to Cutting, or his successors in interest, resulting from or occasioned by Marston's exercise of the easement and/or right of entry.

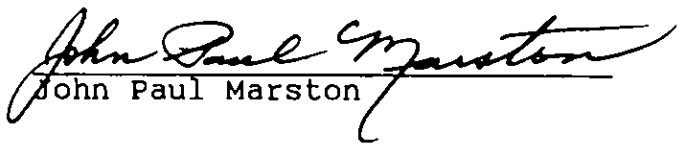
#3. Easement
Marston - Cutting.

4. This easement shall be deemed to be a covenant running with the title to Cutting's and Marston's real estate and shall be binding upon the parties hereto, and upon their heirs, successors and assigns; provided, however, that this agreement and the easement created hereunder may be amended or released at any time by mutual agreement for that purpose entered into between Cutting and Marston, their heirs, successors, and assigns, duly executed and acknowledged and filed for record in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties have entered into this easement agreement the day and year above written.



Scott J. Cutting



John Paul Marston

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 31st day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Paul Marston and Scott J. Cutting 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 voluntary act and deed.



Notary Public in and for the
State of Iowa.

