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HICKLUTSLER
RECORDER
MADISON COUNTY, IOWA

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

EASEMENT

THIS EASEMENT is made and entered into by and between Marie Stanley and Ann Marie Epperson as trustees of the Marie Stanley Trust, herein referred to as "Stanley", and Carl A. Christenberry and Patricia L. Christenberry, husband and wife, herein referred to as "Christenberrys";

WITNESSETH:

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

The Southeast Quarter (SE $\frac{1}{4}$) of Section 34, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, except Parcel "A" in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ thereof.

Christenberrys are the owners of the following described real estate, to-wit:

Parcel "A" in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 34, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 34, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 89°36'31" West 300.65 feet along the South line of said Northeast Quarter of the Southeast Quarter; thence North 00°10'37" West 430.18 feet; thence South 89°36'31" East 306.96 feet to the East line of said Northeast Quarter of the Southeast Quarter; thence South 00°39'49" West 430.16 feet to the Point of Beginning containing 3.000 acres including 0.326 acres of County Road right-of-way.

The Stanley property and the Christenberry property adjoin each other and share common boundary lines. A water well with appurtenant equipment situated on the Stanley property provides water service to the Christenberry property. Stanley and Christenberrys desire to ensure the continuity of water service to the Christenberry property by means of an easement grant from Stanley to Christenberrys as herein provided.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, and the mutual covenants contained herein, Stanley hereby grants and conveys to Christenberrys an easement and a right of entry over and across the following described portion of Stanley's real estate, to-wit:

Commencing at the Northwest Corner of the Christenberry property which is Parcel "A" described above, thence North 500 feet, thence West 600 feet, thence South 1,000 feet, thence East 600 feet to the West line of said Parcel "A", thence North along the West line of Parcel "A" 500 feet, more or less, to the point of beginning.

1. The easement granted to Christenberrys is for the purpose of drawing water from a well located within the easement boundaries 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 Christenberrys' real estate which is described above as Parcel "A" located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

2. This easement does not grant Christenberrys the exclusive right to draw water from such well nor the right to fence or enclose the easement premises. Stanley reserves the right to use the well for itself and its successors in interest. The easement is not to be construed in any way to guarantee Christenberrys a water supply.

3. If any damage to the surface of the ground within the easement boundaries results from the exercise of the easement or right of entry by Christenberrys, Christenberrys shall restore the surface and Christenberrys shall be liable and pay for any damage to growing crops, fences, gates or other property belonging to Stanley or its successors in interest, resulting from or occasioned by Christenberrys' exercise of the easement and/or right of entry.

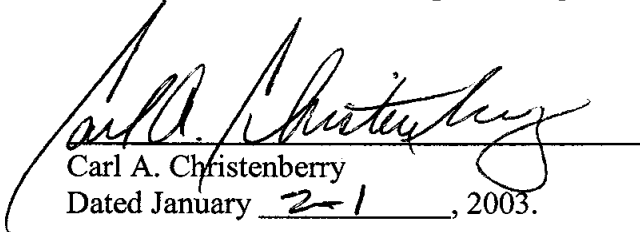
4. This easement and right of entry shall automatically terminate and be null and void if Stanley forfeits or forecloses, as provided by law, Christenberrys' real estate contract for the purchase of Parcel "A", which contract has been entered into by and between Stanley and Christenberrys at the same time as the execution of this easement.

5. This easement shall further terminate upon occurrence of any one of the following:

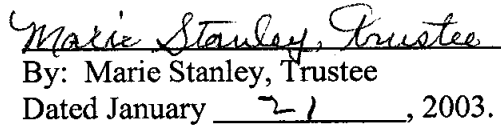
- (a) Christenberrys cease to use the well;
- (b) A well is installed on Christenberrys' real estate; or
- (c) Christenberrys' real estate receives permanent water service from a rural water supply or from some other source. It is hereby agreed that Christenberrys shall subscribe and connect to the rural water supply line as soon as it becomes available.

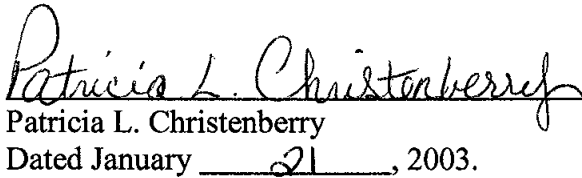
This agreement shall be deemed to be a covenant running with the title to Stanley's and Christenberrys' real estate, and shall be binding upon the parties hereto, and upon their heirs, successors and assigns unless terminated as provided in paragraphs 4 and 5; provided, however, this agreement and the easement created hereunder may be amended or released at any time by mutual agreement for that purpose entered into between Stanley and Christenberrys, their heirs, successors, and assigns, duly executed and acknowledged and filed for record in the Office of the Recorder of Madison County, Iowa.

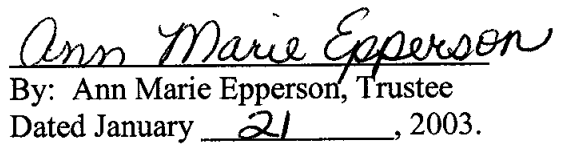
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below their respective signatures.


 Carl A. Christenberry
 Dated January 21, 2003.

MARIE STANLEY TRUST

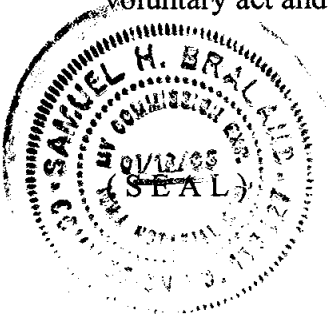

 By: Marie Stanley, Trustee
 Dated January 21, 2003.

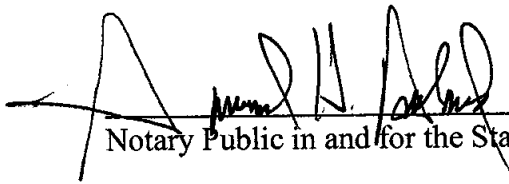

 Patricia L. Christenberry
 Dated January 21, 2003.


 By: Ann Marie Epperson, Trustee
 Dated January 21, 2003.

STATE OF IOWA)
) SS
MADISON COUNTY)

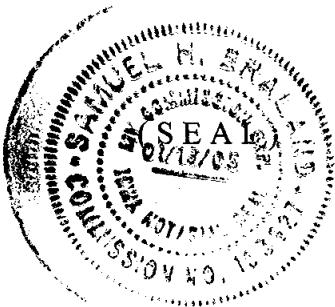
On this 21 day of January, 2003, before me, the undersigned a Notary Public in and for said state, personally appeared Carl A. Christenberry and Patricia L. Christenberry and to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

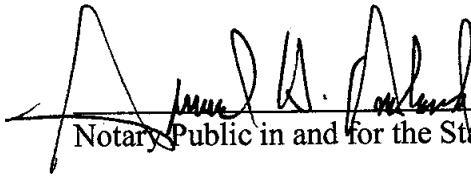



Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

This instrument was acknowledged before me on January 21, 2003, by Marie Stanley and Ann Marie Epperson as trustees of the Marie Stanley Trust.




Notary Public in and for the State of Iowa.