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REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ☒
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2003 MAR 21 PM 2:54

✓ Preparer

Information: Jerrold B. Oliver P.O. Box 230 Winterset (515)462-3731 MICKI UTSLER
EASEMENT AGREEMENT RECORDER
MADISON COUNTY, IOWA

Wayne B. Tendall and Colleen T. Tendall, husband and wife, hereinafter called "Grantors", for valuable consideration, hereby grant to The Boar Stud, a partnership, hereinafter called "Grantee", and to their heirs, successors, and assigns, a perpetual right and easement upon, over and under the following described real estate:

A twenty (20') foot wide easement for waterline purposes lying over, under and across a part of the Northwest Fractional Quarter (NW Frac. ¼) of Section 7, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, and whose centerline is described as follows: Commencing at the West Quarter (W¼) Corner of said Section 7; thence S 89°51'30" E, along the south line of said NW Frac. ¼, a distance of 1189.92' to the point of beginning; thence N 39°05'14" E a distance of 35.92'; thence S 89°32'40" E a distance of 38.15'; thence N 16°36'05" W a distance of 136.87'; thence N 36°18'34" W a distance of 348.51'; thence N 31°11'35" W a distance of 611.23'; thence N 07°02'00" W a distance of 419.19'; thence N 24°08'16" E a distance of 386.07'; thence N 00°08'29" W a distance of 176.73'; thence N 08°02'16" W a distance of 336.19'; thence N 37°46'02" E a distance of 486.72' to a point on the North line of said NW Frac. ¼. Said point is N 89°41'01" a distance of 1046.88, from the NW corner of said Section 7

together with the right of ingress and egress over and across said easement area for the purpose of constructing, repairing and maintaining a well, waterline, equipment and necessary appurtenances upon, over and under said easement area.

The Grantors warrant and covenant to the Grantee that they are the owners of the real estate upon which said easement area is situated, that they have full right and authority to validly grant this easement, and the Grantee may quietly enjoy his estate in the premises.

Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Grantee shall be solely responsible for the repair and maintenance of all items installed in the easement area. The parties agree that Grantee shall have sole and exclusive rights to use water from said well, and Grantors shall not have the right to use the water from said well, or any of the equipment or appurtenances used in connection with such well. This easement shall terminate in the event the items installed in the easement area are removed by Grantee, its heirs, successors or assigns.

Dated this 20th day of March, 2003.

Wayne B. Tendall
Wayne B. Tendall
Colleen T. Tendall
Colleen T. Tendall

THE BOAR STUD, a partnership
By Jason Reels
Jason Reels General Partner

STATE OF IOWA, MADISON COUNTY, ss:

On this 20th day of March, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Wayne B. Tendall and Colleen T. Tendall, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

 **MARY LABORDE**
Commission #176248
My Comm. Exp. 9/30/03

Mary Laborde
Notary Public in and for the State of Iowa

STATE OF IOWA, MADISON COUNTY, ss:

On this 20th day of March, 2003, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jason Reels, to me personally known, who being by me duly sworn, did say that the person is one of the partners of The Boar Stud, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

 **BRET A. SMITH**
Commission Number 709489
My Commission Expires 4-20-04

Bret A. Smith
Notary Public in and for the State of Iowa