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RECORDED ✓
COMPALED ✓

MICHELLE OTSLEN
RECORDER
MADISON COUNTY, IOWA

Prepared By: Dean R. Nelson, P.O. Box 370, Earlham, IA 50072
(515) 758-2267

WELL EASEMENT

Sept 25⁰⁰ This agreement is made and entered into this 25⁰⁰ day of ~~August~~ 1998, by and between Loyal Werts and Phyllis Werts, husband and wife, of Madison County, Iowa, hereinafter referred to as First Party, and Michael H. Frey and Penny L. Frey, husband and wife, of Madison County, Iowa, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, First Party owns and has legal title of record to that real estate in Madison County, Iowa, described as follows, to-wit:

Parcel "D", located in the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 89°35'41" West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 7, 333.52 feet to the Point of Beginning; thence South 89°35'41" West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 7, 488.32 feet; thence North 0°34'38" East along an existing fenceline, 427.47 feet; thence North 89°47'18" East along a projection of an existing fenceline, 485.06 feet; thence South 0°08'33" West along an existing fenceline, 425.79 feet to the Point of Beginning. Said parcel contains 4.766 acres, including 0.451 acres of County Road right-of-way.

WHEREAS, Second Party owns and has legal title of record to that real estate in Madison County, Iowa, described as follows, to-wit:

#2. Well Easement
Werts - Frey.

Parcel "F" located in the Southeast Quarter of the Southwest Quarter of Section 6 and the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 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 Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North $0^{\circ}05'36''$ West along the East line of the Northeast Quarter of the Northwest Quarter of said Section 7 which is an existing fenceline, 1319.97 feet to the North Quarter corner of said Section 7; thence North $0^{\circ}05'39''$ East along the East line of the Southeast Quarter of the Southwest Quarter of Section 6, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, which is an existing fence-line, 1305.56 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 6; thence South $89^{\circ}41'31''$ West along the North line of the Southeast Quarter of the Southwest Quarter of said Section 6 which is an existing fenceline, 1316.73 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 6; thence South $0^{\circ}10'17''$ West along the West line of the Southeast Quarter of the Southwest Quarter of said Section 6 which is an existing fenceline, 1313.25 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 6; thence South $0^{\circ}08'17''$ East along the West line of the Northeast Quarter of the Northwest Quarter of said Section 6 which is an existing fenceline, 885.42 feet; thence North $89^{\circ}47'18''$ East along an existing fenceline; 986.06 feet; thence South $0^{\circ}08'33''$ West along an existing fenceline, 425.79 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 7; thence North $89^{\circ}35'41''$ East along the South line of the Northeast Quarter of the Northwest Quarter of said Section 7, 333.52 feet to the Point of Beginning. Said parcel contains 69.796 acres, including 0.311 acres of County Road right-of-way.



#3. Well Easement
Werts - Frey.

WHEREAS, First Party desires a perpetual easement for the purpose of obtaining water from two wells located on the real estate owned by Second Party for use on First Party's real estate. One well is located approximately 1450 feet North and 8 feet West of the Southeast Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, and the second well is located approximately 333.5 feet West, 385.4 feet North, 46 feet West and 5 feet North of the Southeast Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Second Party for valuable consideration hereby acknowledged as received from First Party, does hereby grant and assign to First Party a permanent easement for the right to remove water from the wells located on the property owned by Second Party, said easement being described as follows:

A 20' strip of land the centerline of which is located approximately 333.52 feet West, 385.46 feet North, and approximately 46 feet West of the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence in a northeasterly direction to a point located approximately 1450 feet North and 8 feet West of the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

Said permanent easement shall be subject to the following terms and conditions:

1. First Party shall have the right to remove water only for their personal use and for use on the real estate owned by First Party as herebefore described.

2. First Party expressly agrees to pay all costs incurred for the maintenance and repair of the water wells located on Second Party's real estate and the waterline running from said water wells to First Party's real estate. This shall include replacement of said wells and water service line on Second Party's real estate. First Party expressly releases Second Party from any costs incurred for the repair and maintenance of said water wells and waterline and replacement of said water wells and waterline.

#4. Well Easement
Werts - Frey.

3. First Party expressly agrees to pay all utility costs incurred for the operation of said water wells.

4. First Party expressly agrees to compensate Second Party for all damage incurred to Second Party's real property because of First Party's maintenance, repair and replacement of said water well and waterline.

5. First Party expressly agrees that if the replacement of the water well and/or waterlines become necessary, they will be relocated in their present location.

6. Second Party shall have possession, full use and enjoyment of the property owned by Second Party, subject only to the rights granted to First Party herein. First Party, except for the rights granted to them herein, shall not interfere with the possession, use and enjoyment of the property owned by Second Party, or their successors in interest.

7. In the event the wells subject to this easement are abandoned by First Party, this easement shall terminate. Second Party will be responsible for plugging the wells.

8. This easement shall run with the land and shall be binding upon and inure to the benefit of First Party's successors in interest unless the wells are abandoned by First Party as herebefore set forth.

IN WITNESS WHEREOF, the parties hereunto have set their hands the day and year above written.

FIRST PARTY

SECOND PARTY

Loyal Werts
Loyal Werts

Michael H. Frey
Michael H. Frey

Phyllis Werts
Phyllis Werts

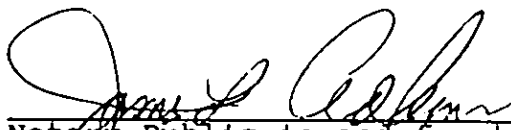
Penny L. Frey
Penny L. Frey

#4. Well Easement.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 1st day of Sept, 1998, before me, the under-
signed, a Notary Public in and for the State of Iowa, personally
appeared Loyal Werts and Phyllis Werts 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.



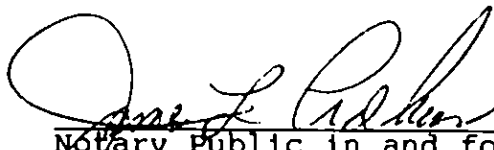

Notary Public in and for the
State of Iowa.

(S E A L)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 1st day of Sept, 1998, before me, the under-
signed, a Notary Public in and for the State of Iowa, personally
appeared Michael H. Frey and Penny L. Frey 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.

(S E A L)