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Compared

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EASEMENT AGREEMENT
FOR WATER WELL PURPOSESMARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$9.00

THIS EASEMENT, made and entered into this 31 day of July, 1983, by and between Carol H. Thomas, of R. R., Earlham, Madison County, Iowa, hereinafter referred to as Grantor, and Alice M. Thomas, of R. R., Earlham, Madison County, Iowa, hereinafter referred to as Grantee, WITNESSETH:

WHEREAS, Grantor owns the legal and equitable title to the following described real property, to-wit:

The South One-half (S½) of the West One-half (W½) of the Northwest Quarter (NW¼) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa, EXCEPT, A parcel of land in the Southwest Quarter of the Northwest Quarter of Section 5, Township 77 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as:

Commencing at the West Quarter corner of Section 5, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of the Northwest Quarter of said section on an assumed bearing of North 90°00'00" East a distance of 708.05 feet to the Point of Beginning; thence continuing along said south line, North 90°00'00" East 123.72 feet; thence North 00°53'04" West 163.84 feet; thence South 89°52'43" West 122.02 feet; thence South 00°17'21" East 163.56 feet to the Point of Beginning, containing 0.462 acres, more or less, including public road, and 0.320 acres, more or less, excluding public road.

WHEREAS, Grantee owns the legal and equitable title to the following described real property, to-wit:

A parcel of land in the Southwest Quarter of the Northwest Quarter of Section 5, Township 77 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as:

Commencing at the West Quarter corner of Section 5, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of the Northwest Quarter of said section on an assumed bearing of North 90°00'00" East a distance of 708.05 feet to the Point of Beginning; thence continuing along said south line, North 90°00'00" East 123.72 feet; thence North 00°53'04" West 163.84 feet; thence South 89°52'43" West 122.02 feet; thence South 00°17'21" East 163.56 feet to the Point of Beginning, containing 0.462 acres, more or less, including public road, and 0.320 acres, more or less, excluding public road,

which property adjoins and abuts the property owned by Grantor, and

WHEREAS, there is now existing on Grantor's real property a well site which provides water by means of a water pipe to Grantee's property; which water pipe then continues on to Grantor's dwelling for use by Grantor, and

WHEREAS, Grantor wishes to grant to Grantee a permanent easement from the well site located on Grantor's property to

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Grantee's property and further to provide for the sharing of costs for the operation, maintenance and repair of said well site and pipeline with Grantee and further to provide for the termination of Grantor's use of the water pipeline from Grantee's property to Grantor's dwelling in the event that Grantor sells or conveys the property owned by Grantor herebefore described.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises herein contained, Grantor hereby grants and conveys to Grantee a perpetual easement to the existing well and all equipment appurtenant thereto, for the purpose of using, maintaining and repairing said well and for a right of way to use, maintain and repair the existing water line running from the well to Grantee's property, said easement being 30 feet wide, the centerline being described as follows:

Beginning at a point 294.54 feet East and 329.96 feet North of the West Quarter Corner of Section Five (5), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence South 74°26'48" East 500 feet; thence South 0°0'0" East 33 feet to the North line of Grantee's property as herebefore described.

The parties agree that all utility costs incurred for the use of the well, repair, maintenance and reconstruction of the well shall equally be shared by Grantor and Grantee.

That Grantee shall maintain, repair and install a new waterline when necessary from the present existing well site to Grantee's property which expense shall be solely paid by Grantee.

Grantor shall have the right to use that property granted for the easement for purposes which will not interfere with Grantee's enjoyment of the rights granted under this Easement Agreement. Specifically, Grantor may raise crops and/or graze livestock on the real estate where the Easement is located. Grantor will repair or pay for any damage which may be done by Grantor to well or waterline. The Grantor agrees that the easement granted herein shall exist without any interference of any kind from any individual, including Grantor, her successors, assigns, heirs, agents and representatives, subject to Grantors right to use the well site and water line as provided herein.

Upon the transfer or sale of Grantor's property or in the event of the death of Grantor, it is agreed between the parties that the water line running from Grantee's property to the dwelling owned by Grantor shall be discontinued and no longer effective. At such time, Grantor's successors, assigns, heirs, agents and representatives shall be obligated to install a new water line from Grantors dwelling to the present well site at their expense. Said Grantor shall have the right to hook up to the present existing well and all equipment appurtenant thereto, for the purpose of using said well. The cost of operation, maintenance

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and reconstruction of the well shall be equally divided as here-
before set forth in this Agreement.

The easement granted pursuant to this Agreement shall run
with the land subject to all the terms and conditions set forth
herein which shall be binding on the parties, their successors,
their heirs, grantees, assigns, agents and representatives.

Grantee

Grantor

Alice M. Thomas
(Alice M. Thomas)

Carol H. Thomas
(Carol H. Thomas)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 31 day of July, 1983, before me, the undersigned,
a Notary Public in and for the State of Iowa, personally appeared
Alice M. Thomas to me known to be the identical person named in
and who executed the within and foregoing instrument and ack-
nowledged that she executed the same as her voluntary act and
deed.



Dean R. Nelson
Notary Public in and for the
State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 31 day of July, 1983, before me, the undersigned,
a Notary Public in and for the State of Iowa, personally appeared
Carol H. Thomas to me known to be the identical person named in
and who executed the within and foregoing instrument and ack-
nowledged that she executed the same as her voluntary act and
deed.



Dean R. Nelson
Notary Public in and for the
State of Iowa.