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FILED NO. **367**
BOOK **110** PAGE **129**
1973 MAR -6 PM 2:23

MARY E WELTY
RECORDER
MADISON COUNTY, IOWA

COMPAED

EASEMENT

This agreement made and entered into this 2nd day of March, 1973 by and between Maurice Reed Hay and Joyce A. Hay, husband and wife, hereinafter referred to as grantees and John F. Kelleher and Carita A. Kelleher, husband and wife hereinafter referred to as grantors, Witnesseth:

Whereas grantees own real estate legally described as:

Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) Section Five (5) and the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) Section Six (6) all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M.

and,

Whereas grantors own or are purchasing the real estate legally described as:

Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), Township Seventy-six (76), North, Range Twenty-seven (27) West of the 5th P.M.,

and,

Whereas, a well located upon grantors real estate described above is the primary source of water for the residence located upon the grantees real estate, and,

Whereas, the grantors and grantees desire to protect the water supply for the residence located upon grantees real estate.

Now therefore, in consideration of the mutual agreement herein contained it is agreed by and between the parties as follows:

Grantor hereby conveys to the grantees an easement over and across the real estate legally described as the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 76 North, Range 27, which easement shall extend from the existing well in the North and West part thereof, extending thence in a northerly direction to the residence located on grantors real estate which easement herein granted shall be for the purpose of maintaining and repairing the existing water lines, pumps and accessory equipment and the right of ingress and egress over and across the land for the purpose of maintaining and repairing the existing water lines, pumps and accessory equipment and shall include the right to draw and use water from the existing well.

The easement herein granted shall not include the right to replace the existing underground water lines, except for short sections necessary to repair or maintain the same, but shall include the right to replace any pumps and accessory equipment.

IND. ☒
REC. ☒
PAGE ☒

The exact boundaries of this easement shall be from an east and west line ten (10) feet south of the existing well to the north line of Grantors premises, and from a line eight (8) feet on either side of the existing underground water lines herein described.

This easement shall terminate upon the occurrence of any of the following events whichever occurs first.

1. The well goes dead and/or becomes unsuitable for a source of water for residential purposes.

2. It is necessary to replace the entire underground water line over and across grantors premises, except with grantors written consent in which event this easement shall be continued.

3. The appropriate governmental agency prohibits the running of water lines under the public highway or roadway between the properties of the grantors and grantees.

4. The destruction of the existing residence, herein referred to, or, upon such existing residence not being used for residential purposes for more than one (1) year, unless rebuilt within one year

All costs of maintenance repair and operation of the water system herein referred to shall be the expense of Grantees and Grantees hereby agree to restore the surface of the ground after any disturbance of the surface for purposes herein contemplated.

This easement and the agreements herein contained shall be binding upon the Grantors and Grantees, their heirs, devisees, grantees, executors, administrators, assigns or successors in interest, which in the case of the grantees shall be those persons who succeed to grantees interest in the residence only.

This easement is in fulfillment of the reservation contemplated in the sale of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) Section 5, Township Seventy-six (76) North, Range Twenty-seven (27) to Grantors by the Grantees and shall be treated as a reservation in said transaction.

Maurice Reed Hay
MAURICE REED HAY

John F. Kelleher
JOHN F. KELLEHER

Joyce A. Hay
JOYCE A. HAY

Carita A. Kelleher
CARITA A. KELLEHER

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 2nd day of March, 1973, before me, the undersigned a Notary Public, in and for the State of Iowa, personally appeared Maurice Reed Hay, Joyce A. Hay, John F. Kelleher and Carita A. Kelleher 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.



Beth Flander
Beth Flander
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA.