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 MARY E. WELTY
 RECORDER
 MADISON COUNTY, IOWA

See 4 30

EASEMENT AGREEMENT

This agreement made and entered into this 15 day of June, 1974, by and between Mary C. Ryner and William A. Ryner, wife and husband hereinafter known as Ryners and Wilbur T. Riser and Helen Riser, husband and wife, hereinafter known as Risers, Witnesseth:

Whereas, Mary C. Ryner is the owner of the real estate legally described as:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) Section Thirty (30), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and;

Whereas, Wilbur T. Riser and Helen Riser are the owners of the real estate legally described as:

The fractional Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) Section Thirty (30), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M. Madison County, Iowa, and;

Whereas, for more than thirty (30) years last past there has existed across the South part of the said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), a private water line owned by Wilbur T. Riser and Helen Riser which water line extends from the main water supply line owned by the City of Winterset which runs on the West (W) side of the public road transversing said Section Thirty (30) from North to South, westerly to the east line of the premises owned by Risers, which water line was installed by Risers with the consent and permission of the former owner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Thirty (30) and;

Whereas, the parties hereto desire to establish an easement of record as set forth the rights and responsibilities of each of the parties hereto;

NOW THEREFORE, in consideration of the payment of \$1.00 receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Mary C. Ryner and William A. Ryner, husband and wife, hereby grant, bargain and convey unto Wilbur T. Riser and Helen Riser an easement twenty (20) feet wide the center line of which is approximately 16 $\frac{1}{2}$ feet North of the South line of said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., from the East (E) line thereof to the West (W) line thereof for the purpose of installing, maintaining, repairing, replacing, or servicing a waterline from the main waterline of the City of Winterset to the Riser property.

2. Ryners shall have the right to tap any waterline previously installed or hereafter installed by Risers to establish a cattle watering station which tap shall be at the expense of Ryners and shall in some way provide

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3. Risers shall have the right to enter upon the easement herein granted for the purpose of repairing, replacing, maintaining or servicing the waterline heretofore installed, or hereinafter installed but shall be responsible for the restoration of the surface of the land which may be damaged as a result of their entry upon that easement.

3. Risers shall have the right to enter upon the easement herein granted for the purpose of repairing, replacing, maintaining or servicing the waterline heretofore installed, or hereinafter installed but shall be responsible for the restoration of the surface of the land which may be damaged as a result of their entry upon that easement.

4. In the event Risers enter upon said easement and destroy any fences or crops thereon while they are repairing, replacing, maintaining or servicing said waterline, Risers hereby agree to reimburse Ryners any and all damages caused by said entry.

5. This easement shall be a permanent easement and shall extend to the parties hereto, the successors in interest, their assignees, grantees, executors, administrators, or heirs at law.

6. This easement shall be treated as a covenant running with the land.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this day of June, 1974.

Wilbur T. Riser
WILBUR T. RISER

Helen Riser
HELEN RISER

MARY C. RYNER

MARY G. RYNER
William A. Ryner
WILLIAM A. RYNER

STATE OF IOWA)
) ss
MADISON COUNTY)

On the 15 day of June, 1974, before me a Notary Public in and for the State of Iowa personally appeared Wilbur T. Riser and Helen Riser, Mary C. Ryner and William A. Ryner to me known to be the identical persons named in and who executed the above and foregoing easement and who acknowledged to me that they had executed the same as their voluntary act and deed.


LEONARD M. FLANDER, NOTARY PUBLIC.

