

Compared

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BOOK 111 PAGE 469

1975 JUN -9 PM 3:52

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Free #450

AGREEMENT

THIS AGREEMENT made and entered into by Jack T. Vierling and
husband and wife
Dorothy L. Vierling, /hereinafter referred to as Vierlings, and Jack J.
and Vickie Wenger, husband and wife,
Wenger, /hereinafter referred to as Wenger, WITNESSETH:

WHEREAS, Wenger purchased the following-described property from
Vierlings under contract dated August 19, 1972:

Commencing at a point 470 feet North of the Southeast
Corner of the South Half (S $\frac{1}{2}$) of the Northwest Quarter
(NW $\frac{1}{4}$) of Section Twenty-five (25), Township Seventy-
six (76) North Range Twenty-eight (28) West of the 5th
P.M., thence West 385 feet; thence North approximately 570
feet to the centerline of the creek channel as the same
presently flows through said premises, thence East along the
centerline of said creek channel to the center of the public
road along the East side of the said South Half (S $\frac{1}{2}$) of the
Northwest Quarter (NW $\frac{1}{4}$), thence South along the center of
said public road to the point of beginning, containing in
all approximately five (5) acres,

and

WHEREAS, Vierlings are the owners of the remainder of said South
Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), and

WHEREAS, said contract provided as follows:

Sellers (Vierlings) grant Purchaser (Wenger) the right to
take an equal amount of water from well located on sellers
present premises approximately 250 feet Southwest of premises
herein purchased. Each party shall be responsible for their
own pumps on said well. Purchaser shall have the right to lay
a water line from said well to the premises herein purchased;
said water line to be not less than three and one-half feet in
depth. Purchaser shall have the right to enter onto sellers'
premises for the purpose of laying said water line. Each party,
their heirs and assigns shall be responsible for maintaining and re-
pairing said well unless purchaser, his heirs or assigns permanently
relinquish their right to take water from said well. Seller, his
heirs or assigns may by giving purchaser six months written notice,
terminate purchaser's right to take water from said well any time
after January 1, 1976,

and

WHEREAS, the parties hereto are desirous of modifying said easement
as follows:

IND. ☒
REC. ☒
PAGE ☒

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Said easement for Wenger and his assigns to take water from said well is hereby extended to date of January 1, 1986, and Wenger's (his heirs and assigns) right may be terminated/by Vierlings, their heirs or assigns, by giving to the holder of the easement, a six month written notice of their intention to terminate such easement.
2. In consideration of this extention, Wenger, his heirs and assigns, agree to pay for any repairs necessary to maintain said well.
3. Wenger, his heirs and assigns, agree to pay Vierlings, their heirs and assigns, for any damage caused to crops or premises on account of repairing or maintaining said well and water line.
4. During the continuation of this easement for water, Wenger hereby grants Vierlings the right of ingress and egress across Wenger's premises at a reasonable point designated by Wenger.
5. This entire agreement shall be construed as a covenant running against the land of the respective parties.

Dated June 7, 1975.

Jack T. Vierling
 Jack T. Vierling

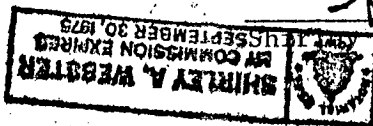
Dorothy L. Vierling
 Dorothy L. Vierling

Jack J. Wenger
 Jack J. Wenger

Vickie Wenger
 Vickie Wenger

STATE OF IOWA :
 :
 MADISON COUNTY :

On this 7th day of June, 1975, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack T. Vierling, Dorothy L. Vierling, Jack J. Wenger, and Vickie Wenger, 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.



Shirley A. Webster
 A. Webster, Notary Public in and for
 the State of Iowa

