

Compared

1222

FILED NO.
BOOK 111 PAGE 527

1975 SEP -3 PM 4:54

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

See p 50

GRANT OF EASEMENT

The undersigned, Jack L. Weller and Doris Weller, husband and wife, hereby grant unto Edith D. Bice an easement in and to a tract of land consisting of approximately .22 acres on the following-described property:

The Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa,

subject to the following terms and conditions:

PURPOSE OF EASEMENT:

This easement is granted for the purpose of backing and impounding water from a dam to be built on the grantee's property, which is described as follows:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa.

It is expected that this water will cover approximately .22 acres of the grantors' said property, however, the exact amount of land included in this easement will be determined in the following manner:

The grantee agrees, at her expense, at the time the dam is completed and the pond filled, to obtain and record a description of the water line of the pond on the grantors' premises as provided by the Soil Conservation Service. The easement herein granted includes a strip twenty (20) feet wide on grantors' premises out from the normal water line of the pond, although the grantee shall not be liable for any damages caused by flooding beyond this established easement line.

RESERVATIONS BY GRANTORS:

The grantors reserve the right to use the pond for fishing, hunting and other recreational purposes, but not for any commercial or farming purposes.

CONSTRUCTION AND REPAIR OF POND:

The grantee has the right to come on to this easement area to construct, reconstruct, or repair this pond.

PROPERTY LINE:

This easement shall not in any manner affect the present property line existing between the property owned by the grantors and the grantee.

FENCING EASEMENT:

The grantee shall, at her expense, build and maintain a hog tight fence on the boundary line of the said easement, as this boundary line is finally determined, and shall have an easement to come on the grantors' property to build and maintain this fence.

TERMINATION OF EASEMENT:

All rights of the grantee herein, her successors and assigns, under this grant of easement, shall terminate if for any reason the grantee, her successors or assigns, shall not impound water on the said easement for a continuous period of two (2) years.

CONSTRUCTION OF EASEMENT:

This easement shall be construed, both as to the grantors and the grantee, as a covenant running with the land.

Dated at Winterset, Iowa, on this 3rd day of September, 1975.

Jack L. Weller
Jack L. Weller

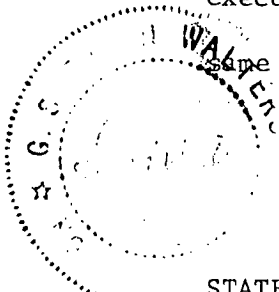
Doris Weller
Doris Weller GRANTORS

Edith D. Bice
Edith D. Bice GRANTEE

STATE OF IOWA :
:ss
MADISON COUNTY :

On this 3rd day of September, 1975, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack L. Weller

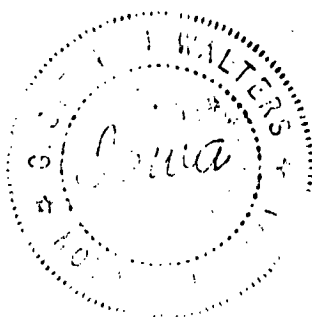
and Doris Weller to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



J. Stephen Walters
Notary Public in and for the State of Iowa

STATE OF IOWA :
:ss
MADISON COUNTY :

On this 29th day of August, 1975, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Edith D. Bice to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



J. Stephen Walters
Notary Public in and for the State of Iowa