

WATERLINE, POWERLINE AND WELL EASEMENT

THIS AGREEMENT, made this 22 day of July, 1976, between the following parties: Berglund Development Corporation of 3810 38th Street, Des Moines, Iowa, hereinafter referred to as Berglund, and Lonnie F. Steffens and Sheryl R. Steffens, his wife, jointly and severally, of 5027 N. E. 3rd Street, Des Moines, Iowa, hereinafter referred to as Steffens, witnesseth:

WHEREAS, Steffens have agreed to purchase from Berglund the following real estate described as:

The north 435.6 feet of Lots 10 and 7, except a triangular piece beginning at the northeast corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4), Section 32, thence southeasterly to the southeast corner of Lot 7, thence north 435.6 feet, thence west 160.2 feet, to point of beginning, Section 32, Township 77 North, Range 27, West, Berglund Rural Estates Subdistrict, Madison County, Iowa.

WHEREAS, Berglund has reserved and now possesses a permanent easement to lay, maintain, operate, repair or remove underground water pipes, mains, or water wells and any other necessary equipment associated with the use and enjoyment of such water rights, all on the following real estate described as:

All of Lot 4, except the east 441.1 feet of the south 128.8 feet of said Lot 4, and except a triangular portion of said Lot 4 beginning at the northeast corner of Lot 7, thence south 139.7 feet, thence east 275.4 feet, thence in a northwesterly direction to the point of beginning, excluding from said triangular section the west 20 feet thereof, all in Section 32, Township 77 North, Range 27, West, Berglund Rural Estates Subdistrict, Madison County, Iowa.

WHEREAS, Berglund has agreed to drill a well, install pumping equipment and lay a water line and electric power line for the purpose of supplying water to the above described parcel of real estate to be purchased by Steffens, and,

WHEREAS, Berglund has now drilled a well which is the north well of a group of three wells on said Lot 4 and is located approximately 364.8 feet east and thence 20 feet south of the northeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 77 North, Range 27 West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, the above described well has been designated by Berglund as the intended well for the purpose of serving and supplying water to the above described real estate to be purchased by Steffens, and,

WHEREAS, Steffens has requested a written agreement granting them a perpetual easement to the existing well and the proposed waterline and buried powerline which is yet to be laid, and,

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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WHEREAS, it is agreed by the parties that an addendum to this written easement shall be drafted and filed by Berglund after the said waterline and powerline have been laid and that such addendum will fully and clearly describe the exact location of said waterline and powerline.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Steffens to Berglund, the receipt of which is hereby acknowledged, and in consideration of other promises and agreements herein referred to, Berglund hereby grants to Steffens a permanent easement to the above described well and to a circular area of land surrounding this well which has a radius of twenty-five (25) feet from the center of the well for the purpose of maintaining, repairing, and re-drilling the well.

This grant also includes a perpetual easement to the proposed waterline and powerline to be installed on said Lot 4 and which is to run in a northwesterly direction from the above described well to a point approximately 160.2 feet east of the Northeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 77 North, Range 27 West, Madison County, Iowa, and then in a southwesterly direction to some point on the diagonal east boundary line of Lot 7, all as shown on the Final Plat of Berglund Rural Estates Subdistrict as recorded in Book 1 on Page 110 of the Madison County, Iowa, land records.

This grant also includes a perpetual easement to 10 feet of land on each side of the said waterline, and powerline for the purpose of maintaining, repairing, or relaying the same.

As further consideration for these perpetual easements the Steffens agree to pay all of the expenses incurred in the maintenance, repair or re-laying of the waterline and powerline, and the Steffens further agree to pay the owners of that part of Lot 4 whereon the said well, waterline and powerline are located for any damage which may result to their property by reason of the maintenance, repair, re-laying or re-drilling of the same, except that any damage done thereby to wild and unplanted trees, shrubs, and grasses growing in a state of nature will not be paid to such owners of that part of said Lot 4.

It is specifically understood and agreed by the parties hereto that the easements granted hereunder are perpetual and shall run with title to the land, and shall be binding upon them or their successors in interest, heirs, grantees and assigns.

Lonnie F. Steffens
Lonnie F. Steffens

Sheryl R. Steffens
Sheryl R. Steffens

BERGLUND DEVELOPMENT CORPORATION

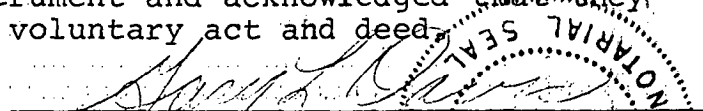
By: Douglas Berglund
Douglas Berglund, President

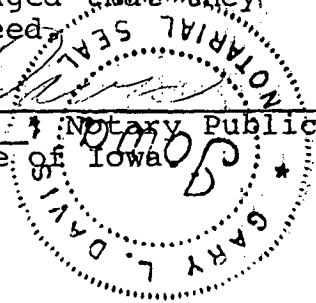
STATE OF IOWA

SS
COUNTY OF Madison

On this 22 day of July, 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, per-

sonally appeared Lonnie F. Steffens and Sheryl R. Steffens, 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.


GARY L. DAVIS, Notary Public
in and for the State of Iowa



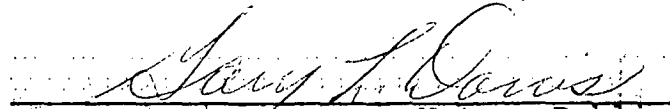
STATE OF IOWA

COUNTY OF

SS

Madison

On this 22nd day of July, 1976, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Douglas Berglund, to me personally known, who, being by me duly sworn, did say that he is the president of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Douglas Berglund, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


GARY L. DAVIS, Notary Public
in and for the State of Iowa.

