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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Well Agreement for Grant of Easement

THIS agreement to grant an easement is made this 13th day of October, 2015, by and between JEANNE M HENRICHSEN ("Grantor"), and JEANNE M HENRICHSEN ("Grantee").

Recitals

- A. Grantor is the owner of real property (hereinafter referred to as "Well Parcel" as shown on Exhibit "A" attached hereto") in the County of Madison, State of Iowa.
- B. Grantee is the owner of real property (hereinafter referred to as "House Parcel" as shown on Exhibit "B" attached hereto") in the County of Madison, State of Iowa.
- C. A private water supply system including an existing well and related water pipelines (hereinafter collectively referred to as the "Water System") is located on the "Well Parcel".
- D. Two farm hydrants and one waterer are located on the "House Parcel" and are currently served by the "Well Parcel".
- E. Both "Well Parcel" and the "House Parcel" have access to rural water supplies from Warren Water District.
- F. The "House Parcel" is served by an active water pit through Warren Water District and therefore this easement is concerning redundant or livestock water supplies.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. Intent to Create Easement and Water Rights Upon Transfer of Either Parcel. Grantor shall grant, in the event that the "House Parcel" is sold to a Third Party, or reserve, in the event that the "Well Parcel" is sold to a Third Party, an access easement and accompanying water rights. Such access easement and water rights shall be negotiated at the sole

discretion of Grantor and such Third Party provided that the Minimum Requirements described in Paragraph 2 below of this Agreement are included therein.

2. Minimum Requirements. The terms of the access easement and accompanying water rights referred to in Paragraph 1 above shall include the following:
 - a. A non-exclusive easement on and across the "Well Parcel" to operate and maintain on the "Well Parcel" an individual water supply system and one or more accompanying water pipe lines, complying with all laws and regulations then applicable, located in a location to be determined by the owners of the "Well Parcel", for purpose of generating on the "Well Parcel" and transporting to the "House Parcel" that potable water required for activities described in Recital E, located on the "House Parcel". Such easement shall be appurtenant to the "House Parcel".
 - b. The right to use the now current output of the "Water System" on the "Well Parcel" for the uses on the "House Parcel" as described in Recital C of this agreement.
3. Costs. The owners of the "House Parcel" shall bear any and all costs associated with the operation and maintenance of the "Well System" in and upon the "Well Parcel". This includes all electrical costs. Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the water lines and/or allied facilities located on the above described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.
4. Termination of Agreement and Easement. This agreement and any easement or water rights created pursuant to the terms hereof shall terminate automatically at such time as the ownership of Parcel "A" and Parcel "B" merge.
5. Indemnity. Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

6. Recordation. The obligations created by this Agreement shall constitute covenants running with the land which shall bind the heirs, successors, and assigns of Grantor's interest in the Well Parcel and inure to the benefit of future transferees of the interest of Grantor's interest in the House Parcel. To that end, this Agreement shall be recorded in the Office of the Madison County Recorder by Grantor forthwith following execution by all of the parties.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this 13th day of October, 2015.

GRANTOR:

By: JEANNE M HENRICHSEN

Jeanne M. Henrichsen

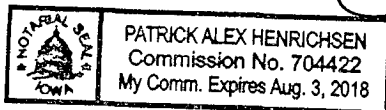
GRANTEE:

By: JEANNE M HENRICHSEN

Jeanne M. Henrichsen

STATE OF IOWA, COUNTY OF POLK—ss:

This instrument was acknowledged before me on the above ascribed date by Grantor, JEANNE M HENRICHSEN as both the GRANTOR and the GRANTEE.



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Notary Public in and for the State of Iowa

Exhibit A

Well Parcel

The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) and the North Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty-two (32) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Thirty-two (32), containing 16.51 acres, as shown in Plat of Survey filed in Book 2015, Page 2987, on October 9, 2015, in the Office of the Recorder of Madison County, Iowa.



Exhibit B

House Parcel

Parcel "B" located in the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 16.51 acres, as shown in Plat of Survey filed in Book 2015, Page 2987, on October 9, 2015, in the Office of the Recorder of Madison County, Iowa.



Recital E

Use Description

Current Use. The now current use of the water system is for livestock purposes that are maintained upon the 16.51 acres of the House Parcel.