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EASEMENT AGREEMENT

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Whereas, George and Marguerite Wight own the real estate legally described as:

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Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30) Township Seventy-six (76) North, Range Twenty-eight (28) West, of the 5th P.M., thence running North 346 feet, thence East 296 feet, thence South 346 feet, Thence West 296 feet to the point of beginning, and;

Whereas, Maurice D. Mitchell owns the real estate legally described as:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., except commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Thirty (30), thence North 346 feet, thence East 296 feet, thence South 346 feet, thence West 296 feet to the point of beginning, and;

Whereas, the septic system of the house situated on the premises owned by George Wight drain into a tile line located on the Mitchell property directly east of the house, and;

Whereas, the parties hereto desire to enter into an agreement to govern the rights and responsibilities of each of the parties with reference to said tile line,

Now therefore, it is agreed by and between the parties hereto as follows:

1. Maurice D. Mitchell does hereby grant a permanent easement and right of entry upon the real estate legally described as:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., except commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), thence North 346 feet, thence East 296 feet, thence South 346 feet, thence West 296 feet to the point of beginning,

For the purpose of maintaining, cleaning, repairing, and/or replacing the tile line located on such property into which the septic system of the house situated on the Wight property drains.

2. George Wight and Marquerite Wight hereby agree that they shall pay to Maurice D. Mitchell any and all damages resulting from the exercise of this easement and right of entry for the purposes of maintaining, cleaning, repairing, or replacing said tile line which payment shall be made within 30 days after completion of any work on said line.

3. The easement herein granted shall be permanent in nature and shall be treated as ^acovenant running with the land.

4. All the provisions hereof shall be binding upon the parties hereto, there successors and interests, assignees, executors, administrators, devisees, beneficiares or heirs at law.

Dated at Winterset, Iowa, this 18th day of August, 1975.

Maurice Mitchell
MAURICE MITCHELL

George Wight
GEORGE WIGHT

Phyllis Mitchell
PHYLLIS MITCHELL

Marquerite Wight
MARGUERITE WIGHT

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 18th day of August, 1975, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Maurice D. Mitchell, Phyllis Mitchell, George Wight, and Marquerite Wight, 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.

Beth Flander
~~LEONARD M.~~ FLANDER, NOTARY PUBLIC IN AND FOR THE STATE OF IOWA.
Beth

