

EASEMENT

In addition to the land conveyed in the real estate contract dated September 8, 1972 by and between Gregory G. Newell and Marian B. Newell, Sellers and Ray D. Whipple and Joyce Marie Whipple, Buyers and as a part of that conveyance Gregory G. Newell and Marian B. Newell hereby grant, bargain and convey to Ray D. Whipple and Joyce Marie Whipple an easement over and through the real estate legally described as:

8 feet on either side of a line from a point
467 feet East and 225 feet North of the Southwest
corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast
(SE $\frac{1}{4}$) Section Twenty-eight (28) Township Seventy-six (76)
North, Range Twenty-eight (28) West of the 5th P.M.,
to a point 137 feet East and 1562 feet North of the said
Southwest corner of said Southwest Quarter (SW $\frac{1}{4}$) of the
Southeast Quarter (SE $\frac{1}{4}$)

and the right to draw water from the spring situated at the north end of said easement.

Said easement shall include the right of ingress and egress to said tract for the purpose of and the right to installing, repairing, maintaining and/or replacing the water lines equipment and paraphernalia necessary to transport water from said spring to land owned by Whipples.

It is understood that the water supply from said spring is to be shared by Sellers, Whipples and the property adjoining Whipples to the West and Sellers make no guarentee of said water supply.

Whipples agree to pay at least one-half ($\frac{1}{2}$) of the cost of maintaining lines, pumps and supply tank for their water supply and agree to grant the property to the West the right touse water from the supply tank for a period of ten (10) years.

Newells are not responsible in any way for the cost of the above mentioned lines, pump and supply tank.

Dated this 8th day of September, 1972.

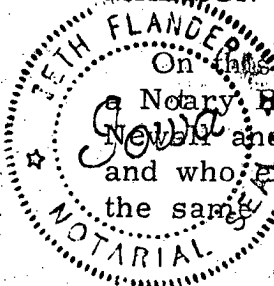
Gregory G. Newell
GREGORY G. NEWELL

Marian B. Newell
MARIAN B. NEWELL

STATE OF IOWA)

) ss

MADISON COUNTY)



On this 24th day of October, 1974, before me, the undersigned,
a Notary Public in and for the State of Iowa personally appeared Gregory G.
Newell and Marian B. Newell 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
BETH FLANDER, NOTARY PUBLIC.

Compared

FILED NO. 1745
BOOK 111 PAGE 185

1974 OCT 24 PM 2:12

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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Whipples agree to pay at least one-half ($\frac{1}{2}$) of the cost of maintaining lines, pumps and supply tank for their water supply and agree to grant the property to the West the right to use water from the supply tank for a period of ten (10) years.

Newells are not responsible in any way for the cost of the above mentioned lines, pump and supply tank.

Dated this 8th day of September, 1972.

Gregory G. Newell
GREGORY G. NEWELL

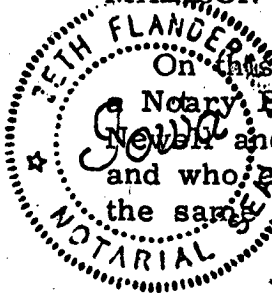
Marian B. Newell
MARIAN B. NEWELL

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STATE OF IOWA)
) ss
MADISON COUNTY)

IND. ☒
REC. ☒
PAGE ☒

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RECORDER
MADISON COUNTY, IOWA
See 2 50



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Beth Flander
BETH FLANDER, NOTARY PUBLIC.