

Town Lot Deed Record, No. 37

Charles A. Thrailkill & wife	#1568	Filed for record the 4 day of May
To		A. D. 1966 at 9:30 o'clock A. M.
Richard L. Wheeldon & wife	Fee \$2.50✓	Mary E. Welty, Recorder
<u>EASEMENT AGREEMENT</u>		
This agreement made and executed in duplicate this 14th day of June, A. D., 1961, by and between Charles A. Thrailkill and Myrtle Thrailkill, husband and wife, as First parties, and Richard L. Wheeldon and Mary Lou Wheeldon, husband and wife, as Second Parties, all of Earlham, Madison County, Iowa. Witnesseth:		
WHEREAS: First parties own Lots One (1), Two (2), three (3) and Four (4) of Block Four (4), Allen's Addition, Town of Earlham, Madison County, Iowa, and Second parties own Lots Five (5) and Six (6) of Block Four (4) Allen's Addition, Town of Earlham, Madison County, Iowa.		
WHEREAS: Second Parties have a water line extending North and South across the East one-third of First parties lots and connecting to First Parties' water line. That the water line of First parties is then extended and connected to the main water line of the Town of Earlham Iowa.		
Now, therefore, it is agreed by and between the parties as follows, to wit:		
That easement is granted by First parties to the Second parties for the water line as now installed and used. That Second parties will share pro-rata the expense of maintaining the		

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Acres-Blackmar Co., Burlington. 81293

water line from the First Parties' residence to the town water line. That the expense of repairing and maintaining the water line from the First parties residence to the Second parties' residence shall be that of the Second Party subject only to the following:

That in the event the First party shall sell and convey Lots Three (3) and Four (4), aforesaid, to a third party and residences are constructed thereon, such purchaser, his heirs or assigns shall be permitted to connect to the water line extending across said lots and such purchaser, his heirs, or assign shall, upon and by such act of connection assume his pro rata share of the cost of repairs and maintaining the water line from his connection to the town water main.

Upon failure of any party to pay his pro rata share of the cost of repairs and maintaining such lines within thirty days (30) from the completion of any such repairs or maintenance such party by failure to make said payment in full shall forfeit any or all rights hereunder and shall be immediately disconnected from said water line and the right of ingress and egress is hereby granted to the other parties to this agreement for such purposes. That such defaulting party does hereby waive any and all claims for damages which may be suffered or incurred in such disconnections.

Charles Thrailkill
(Charles A. Thrailkill)
Myrtle Thrailkill
(Myrtle Thrailkill)
Richard L. Wheeldon
(Richard L. Wheeldon)
Mary Lou Wheeldon
(Mary Lou Wheeldon)

STATE OF IOWA MADISON COUNTY SS

On this 14 day of June, 1961, before me, a Notary Public in and for Madison County, Iowa, personally appeared Charles A. Thrailkill, Myrtle Thrailkill, Richard L. Wheeldon and Mary Lou Wheeldon to me known to be the identical persons named in and who signed the above and foregoing instrument, and acknowledged the execution of the same as their voluntary act and deed.

NOTARIAL
SEAL

H. Claude Peer Notary Public in
and for Madison County, Iowa