

Town Lot Deed Record, No. 32

Orie L. Jones Jr. et al	#356	Filed for record the 26 day of January
To		A. D. 1948 at 11:10 o'clock A. M.
	Fee \$.60 VC	Wilma M. Wade, Recorder
Fern Anderson et al		Lois J. Porter, Deputy

AGREEMENT AND RIGHT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Orie L. Jones, Jr., Fern Anderson, Frank C. Inman and Jennie Belle Roark of the Town of Earlham, Madison County, Iowa, being desirous of installing, maintaining and providing for the possible future repair of an underground water line across the following described real property, to-wit:

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), in Block Two (2) of Nicholson's Addition to the Town of Earlham, Madison County, Iowa.

NOW, THEREFORE, each of the said persons above named do hereby exchange their mutual promise individually and as a group to each of the other persons as above named, individually and as a group, as consideration for this agreement and right of easement, to pay

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FIDELITY & CHAMBERS CO., DAVENPORT, IOWA 50802

for the installation, cost, cost of maintenance and such repairs if any, as may be required in the future to said underground water pipe and connections thereto. Said pipe to run from the water main East of Block Two (2), of Nicholson's Addition to a point 80 feet North of the South line of said block, and thence West 197 feet diagonally across the foregoing described lots in Block Two (2) or portions thereof, to a point 64 feet directly North of the South line of said Block Two (2).

Said Parties further agree to share the cost of installing, maintaining and repairing said underground pipe in the proportion of their share, share and share alike, each share being a 25% share of the total cost thereof, as further consideration for this agreement and right of easement.

Said persons as above stated further agree that in the event any one or more of said persons discontinue the use of water through said underground pipe, that said discontinuance in no way will relieve said party of any of the obligations herein stated unless voluntarily agreed to in writing between the remaining person or persons. The four said persons as above stated further agree, and exchange their mutual promises, that they will refrain from any act, or omission of an act constituting damage to any other user of water in said underground pipe.

It is further agreed by and between the parties hereto that each user of water shall pay the full cost of the connections from his house to the place that said user shall connect with the underground pipe jointly owned as herein set forth.

Signed this 8th day of December A. D. 1947.

Orie L. Jones Jr.
Fern Anderson

Frank C Inman
Jennie Belle Roark

STATE OF IOWA MADISON COUNTY: SS

On this 8 day of December A. D. 1947, before me, the undersigned, a Notary Public in and for Madison County, State of Iowa, personally came Orie L. Jones, Jr., Fern Anderson, Frank C. Inman and Jennie Belle Roark, personally known to me to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony whereof, I have hereunto subscribed my name and affixed my seal on the date last ~~SEAL~~ written.

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