

Deed Record, No. 96, Madison County, Iowa

R. D. Lawrence & wife	#993	Filed for record the 9 day of July
To		A.D. 1968 at 4:02 o'clock P. M.
Town of Truro, Iowa	Fee \$3.50	Mary E. Welty, Recorder

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That we, R. D. Lawrence and Beryl Lawrence, husband and wife, in consideration of the covenants and conditions hereinafter set forth, do hereby grant unto the Town of Truro, Iowa an easement in and across the following described real estate, to-wit:

That part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty-six (26), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., lying and being west of the present public highway across said tract and lying and being North of the present channel of South River as the same now flows across said tract;

for the purpose of permitting the Town of Truro to dig or drill a well approximately 150 feet east of the west line of said premises to provide water to the Town of Truro, to install a

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MATT PARSONS & SONS CO., WATERLOO, IOWA 50-4316

proper pump and pumping equipment in said well, and to provide the necessary housing for said pump and pumping equipment.

Grantors further grant to grantee the right to bring in dirt to build up the pump platform to a level above flood stage of said South River, and, at grantee's option to build and maintain a fence around said built-up dirt platform, said fence to encompass an area of approximately 40-foot square.

Grantors also grant to grantee herein an easement for the purpose of laying and maintaining a water pipe from the well to be constructed on grantors' premises to connect with the present well owned and maintained by the grantee on the premises immediately to the west of the premises described herein belonging to the grantors.

Grantors also grant to the grantee a right of access to said well and pipeline connecting said two wells, said right of access being limited to a 16-foot strip along the west side of the premises described as belonging to grantors and extending from the pipe connecting the two wells north to the public highway. Grantee shall, upon demand of grantors, their heirs or assigns, at the option of the grantee, either build and maintain a fence along the east side of said 16-foot strip or build and maintain a gate on the north side of said 16-foot strip at the point where said strip connects with the public highway.

As consideration for the grant of easement herein, grantee by acceptance of this easement, agrees to install below freeze line level and maintain a 3/4-inch water pipe from the water main now owned and maintained by grantee along or near the present public highway extending north from the premises, hereinbefore described, to the foundation of the residence property now located on said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) owned by grantors. Grantee agrees to furnish and install a water meter on grantor's premises near said residence property and to furnish water as the same comes from said well to grantors, their heirs or assigns, as may be reasonably necessary for ordinary household purposes and ordinary watering of farm livestock. Grantee further agrees that the first 10,000 gallons of water per month furnished to grantors, their heirs or assigns, shall be without charge, and thereafter any excess water used shall be billed to grantors, their heirs or assigns, and paid for by them at the same rate as grantee bills residents of the Town of Truro. Grantee shall furnish water on these conditions as long as it uses and maintains the well authorized by this agreement.

It is agreed between the parties hereto that the abandonment of said well with the appurtenances thereto authorized by this easement shall terminate this easement and shall terminate the obligation of the grantee to furnish water to the grantors, their heirs or assigns.

Dated at Truro, Iowa, this 2nd day of July, 1968.

R. D. Lawrence
R. D. Lawrence
Beryl Lawrence
Beryl Lawrence

STATE OF IOWA MADISON COUNTY :SS

On this 8 day of July, 1968, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared R. D. Lawrence and Beryl Lawrence 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.

E. B. Spencer Madison
Notary Public in and for said County.

NOTARIAL
SEAL