

Deed Record, No. 93, Madison County, Iowa

Dale E. Smith & wife	#3304	Filed for record the 7 day of November
To	~~NET~~	A. D. 1963 at 10:00 o'clock A.M.
Bruce R. Kenworthy &	Fee \$3.50	
Hasel L. Kenworthy		Mary E. Welty, Recorder
	<u>EASEMENT</u>	

THIS AGREEMENT, made and entered into this 19th day of October, 1963, by and between Dale E. Smith and Mary E. Smith, husband and wife, of Madison County, Iowa, as first party, and Bruce R. Kenworthy and Hasel L. Kenworthy, of Polk County, Iowa, as second party, WITNESSETH:

WHEREAS, first party is the owner of the following described property, to-wit:

The NE½ of the SW¼ of Section 11, Township 76 North, Range 29 West, of the 5th P. M., Madison County, Iowa.

WHEREAS, second party is the owner of the following described property, to-wit:

The SE½ of the SW¼ of Section 11, Township 76 North, Range 29 West, of the 5th P. M., Madison County, Iowa.

WHEREAS, the parties are desirous of having erected a dam upon the south property line of the property of the first party across a ditch which intersects said property line at a point approximately 25 rods east from the southwest corner of the property of the first party whereby the natural flow of water will be interrupted and a part of which will be contained in a farm pond upstream of said dam upon property of the second party and by reason of the erection of said dam, a water gap will be eliminated and livestock will be more easily contained within the boundaries of the properties of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants herein contained:

The second party agrees to construct a dam across the ditch as hereinabove described at the location hereinabove described at their cost. Second party further agrees to replace the fence after construction of said dam across the dam at their cost.

First party hereby grants to second party the right to construct one half of said dam upon the property of the first party. First party further agrees that they will not remove

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or in any way interfere with that part of said dam to be constructed on the property or in any way drain or divert the flow of water contained within said dam unless the same is done with the consent and approval of the second party, their heirs, or assigns.

First party further agrees that the construction, maintenance of said dam and the diverting and containing the natural flow of water by reason thereof shall be without any liability whatsoever upon the second party, their heirs, or assigns.

First party further agrees that the second party shall have the right to do whatever is reasonably possible including going upon the property of the first party for the purpose of maintaining and repairing said dam.

The covenants and agreements herein contained shall be permanent and perpetual and shall run with the land.

THIS AGREEMENT, shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 19th day of October, 1963.

FIRST PARTY

Dale E. Smith
Dale E. Smith
Mary E. Smith
Mary E. Smith

SECOND PARTY

Bruce R. Kenworthy
Bruce R. Kenworthy
Hasel L. Kenworthy
Hasel L. Kenworthy

STATE OF IOWA, POLK COUNTY, ss:

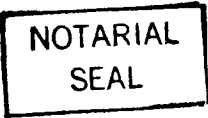
On this 19th day of October, A. D. 1963, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Bruce R. Kenworthy and Hasel L. Kenworthy to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

E. R. Carlson Notary Public
in and for Said County.

STATE OF IOWA, MADISON COUNTY, ss:

On this 19th day of October, A. D. 1963, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Dale E. Smith and Mary E. Smith 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.



Marian A. Mark Notary Public
in and for said County