

Deed Record, No. 93, Madison County, Iowa

F. D. Hart
To

#1919
Fee \$3.50 /

Filed for record the 11 day of June
A.D. 1964 at 2:30 o'clock P. M.

Mary E. Welty, Recorder

AGREEMENT AND EASEMENT

THIS AGREEMENT entered into by and between F. D. Hart, First Party, and C. D. Mitchell and Vera Mitchell, husband and wife, Second Parties, WITNESSETH:

Whereas, First Party is the owner of the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

Whereas, Second Parties are the owners of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

Whereas, First Party is contemplating the construction of an erosion control dirt structure located on or near the division line between said tracts of real estate described above, which dirt structure will be constructed with a drop inlet, the drain of which will extend over and onto the land owned by the Second Parties, and,

Whereas, the parties hereto are desirous of entering into an agreement granting to First Party the right of ingress and egress for the purpose of maintaining the original part of the dirt structure referred to in order to enable First Party to enter onto the land owned by Second Parties for the purpose of repairing any damage or maintaining the structure.

Now Therefore It Is Agreed by and between the parties hereto as follows:

1. It is agreed that First Party shall construct and maintain so long as he desires the erosion control dirt structure hereinbefore referred to and shall bear all of the expense of initial installation thereof, except any expense incident to Second Parties adding an extension pipe onto the drain of the drop inlet, the cost of said pipe to be borne by Second Parties with First Party paying the expense of the original dirt fill of said extension pipe.

2. It is further agreed and Second Parties hereby transfer and convey to First Party an easement granting unto First Party the right to enter onto the property of Second Parties for the purpose of any or all necessary repairs or maintenance of the dirt structure referred to, it being understood that said grant of easement shall be limited to access by dirt moving or any other necessary equipment within a reasonable distance to the south of the original dirt structure. It being further specifically understood that Second Parties shall bear the expense or cost of repair or maintenance of the extension of the drain from the drop inlet which Second Parties are to install south of the original outlet installed by First Party.

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3. It is further agreed that the soil erosion control structure referred to is of mutual benefit to both of the parties and is the primary consideration of this agreement and the grant of easement referred to.

4. It is further agreed that this easement shall be binding on the successors or assigns of both parties hereto unless the parties hereto mutually agree to terminate the same.

Signed this 11th day of June, 1964.

F. D. Hart
F. D. Hart

C. D. Mitchell
C. D. Mitchell
Vera Mitchell
Vera Mitchell

STATE OF IOWA MADISON COUNTY) SS

On this 11th day of June, 1964, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared F. D. Hart, C. D. Mitchell and Vera Mitchell, 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

Robert O. Frederick
Robert O. Frederick, Notary Public
in and for Madison County, Iowa.
