

JENKINS-FERGEMANN CO., WATERLOO, IOWA-50607

H. E. Chapman & wife	#2978	Filed for record the 8 day of August
To		A. D. 1959 at 11:30 o'clock A. M.
	Fee \$1.40	
Dalton O. White & wife		Mary E. Welty, Recorder
	<u>EASEMENT AGREEMENT</u>	

THIS AGREEMENT made and executed in duplicate on this 8th day of August, A.D., 1959, by and between H. E. Chapman and Rose Chapman, husband and wife, of Adel, Iowa, hereinafter designated as First Parties and Dalton O. White and Joyce U. White, husband and wife, of Winterset, Iowa, hereinafter designated as Second Parties, WITNESSETH:

That for and in consideration of One Dollar (\$1.00), the receipt of which is hereby

Deed Record, No. 89, Madison County, Iowa

JENKINS-FERDEMANN CO., WATERLOO, IOWA-99067

acknowledged, the First Parties do grant unto the Second Parties an easement with right of ingress and egress to maintain a well for household and stock watering purposes together with all connecting pipes, said well being now established on the following described real property, to-wit:

a well adjacent to the west line and in the Northwest Corner and just opposite of the county road as now established in a twenty-three acre tract described as:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) except two acres for cemetery in Section Twenty-five (25), Township Seventy-seven (77), North of Range Twenty-eight (28), West of the 5th P.M. Madison County, Iowa.

It is further agreed by and between the parties hereto as part of the consideration hereof as follows, to-wit:

1. That said well is adjacent to a pond established under the A.S.C. in that as long as said pond exists and in keeping with the regulations of the A.S.C. the First Parties are required to keep a fence around said pond to keep out stock and other domestic animals. That the Second Parties shall have the full right to establish a fence around said well to protect said well and any installation covering said well.

2. That the Second Parties have a right to pipe the water from said well and also have the right to connect to a hydrant which is adjacent to said pond.

3. The parties further agree that the cost of the government program has been paid, 20% by the First Parties and 20% by the Second Parties which said payment by the Second Parties constitutes part of the consideration of this agreement, the government having paid 60% of the cost.

4. It is further agreed by and between the parties hereto as part of the consideration hereof that the Second Parties shall, at all times, have the right of ingress and egress to repair, maintain and service said well and said hydrant and to install said pipes, and to maintain any necessary fence for the protection of said well and said pipes as long as the same does not interfere with the reasonable use of said pond by the First Parties and does not violate the rules and regulations of the A.S.C. under which said pond was constructed.

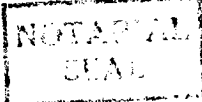
5. This agreement shall be binding upon the heirs, administrators, executors, assigns, vendors, vendees, and legal representatives of both parties and their successors in interest.

H. E. Chapman
Rose Chapman
First Parties

Dalton O. White
Joyce U. White
Second Parties

STATE OF IOWA COUNTY OF MADISON : SS

On this 8th day of August, A.D., 1959, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared H. E. Chapman and Rose Chapman, Dalton O. White and Joyce U. White, 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.



H. Claude Peer Notary Public
in and for Said County and State

V.G.H.