

BOONE BLANK BOOK CO., BOONE, IOWA. 10111-54

Lewis & Ival Mease	#2048	Filed for record the 22 day of May
To		A. D. 1957 at 11:30 o'clock A. M.
Town of Truro, Iowa	Fee \$2.20	Mary E. Welty, Recorder

WATER PIPE LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Lewis & Ival Mease for and in consideration of the sum of - (\$-) to be paid by the Town of Truro, Madison County, Iowa or furnish 10,000 gallons of water per month, do hereby grant to the Town of Truro, Iowa, the right to construct, maintain and operate a Water Pipe Line in and across the described real estate as shown on easement plat.

The right is further granted to the Town of Truro, Iowa, to enter upon said real estate for the purpose of constructing, operating and maintaining said line or removing the same. In consideration of such grant the Town of Truro, Iowa, agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned occasioned by the construction, maintenance or removal of said line and if such damages are not mutually agreed upon, the same shall be ascertained by three disinterested persons, one of whom shall be selected by the Grantors, one of whom shall be selected by the Grantee and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive.

Deed Record, No. 88, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 14111-54

The undersigned acknowledges payment of \$ - hereunder and it is agreed that if the balance of the costs of \$ - is paid to the undersigned within six months from the date hereof, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns, until canceled by mutual consent or the removal or abandonment of said line. The Town of Truro, Iowa, may enter said premises for the purpose of making surveys and preliminary estimates of construction costs but shall not file this agreement of record until the full consideration is paid. The easement shall be subject to any and all prior easements heretofore granted.

Dated at Truro, Iowa, this 4th day of August, 1956.

Ival Mease
Lewis Mease

For one dollar and other valuable considerations (namely to construct or pay for a water line to the Ival Mease home and furnish same with 330 gallons of water per day) the undersigned hereby grants to the town of Truro, Iowa for a period of six months the exclusive option to purchase a well site near south river and East of Ival Mease' home also an easement to construct a pipeline in a general northerly direction 30 ft. wide to the property line between the undersigned and C. N. Reed.

The right is further granted to the Town of Truro to enter the real estate to test and construct a well to operate the same also a water line to north property line.

The town agrees to repair or pay any damages caused to crops, fences and other property of the undersigned occasioned by construction maintainance or removal of said line or equipment and of such damage is not mutually agreed upon the same shall be ascertained by three desin-interested persons one selected by the Grantor one by the Grantee and the third by the two selected. The damage determined by such persons or a majority of them shall be comclusive.

Dated at Truro, Iowa, this 14 day of July 1956.

Ival Mease
Lewis Mease

KNOW ALL MEN BY THESE PRESENTS:

That the town of Truro, Madison County, Iowa agrees, in consideration of the right to construct, operate and maintain a Water Pipe Line across certain properties described in an easement signed this date by Lewis & Ival Mease, to provide a Corporation Stop on the said water pipe and a Meter, Meter Box and Curb Stop within twenty (20) feet of said Corporation Stop, both to be located as directed by the property owner. A Meter Deposit the same as in town required.

Said Town of Truro further agrees to sell water over the amount agreed on easement to the present property owner Ival Mease, his (or her) heirs, successors and assigns so long as the water pipe remains a part of the operating water system for the said Town of Truro, at Two thirds (2/3) the prevailing rates paid by the users in the town.

The above installations shall be made when the property owner indicates the desire to purchase water under the conditions set out herein.

Water sold under this agreement shall be used soley on the premises as they exist this date and in cases of emergency shall be subject to the same restrictions in quantity as the users in the town.

ATTEST:
R. L. Hutchison
Town Clerk

BY ORDER OF THE TOWN COUNCIL
Truro, Iowa
By R. E. Danielson

Signed this 10th day of August, 1956 in the Town of Truro, Madison County, Iowa.

LEGAL DESCRIPTION

A strip of land 30 ft. wide for construction of a water main for the town of Truro, Iowa described from a line 10 ft east of the center line of said strip of land as follows:

Beginning at a point 417 ft. North and 10 ft. West of the SE Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, T 74N R26 W of the 5th Principal Meridian, thence N 818 ft. to a point, thence N 41° 33' W a distance of 125 ft to

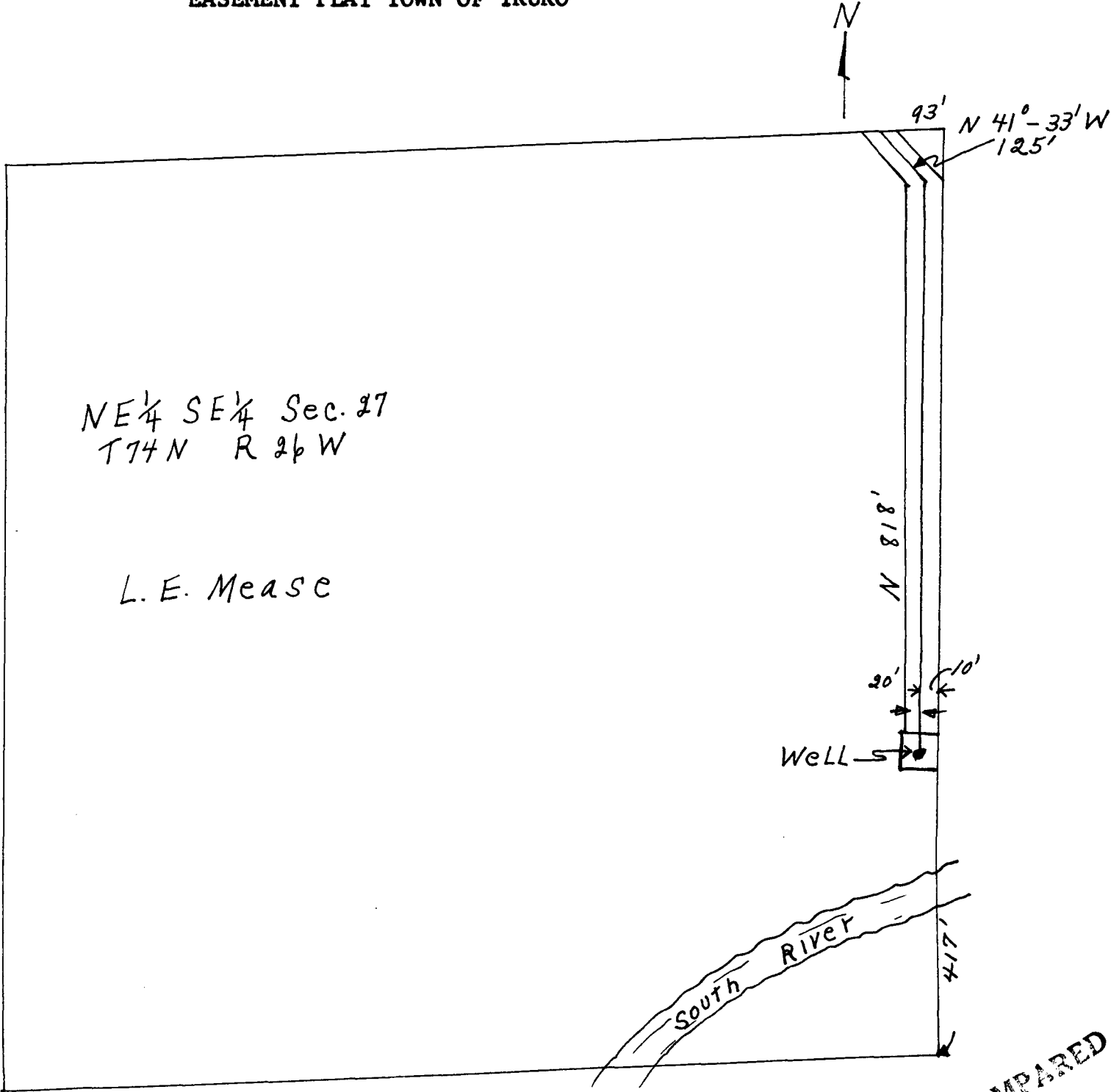
Deed Record, No. 88, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 1111-54

the North line of said 40 acre tract.
A 10 ft wide permanent easement using the above described line as the center line.

TOWN OF TRURO:	R. E. Danielson	Mayor	8-8-56	Date
ATTEST:	R. L. Hutchison	Town Clerk	8-9-56	Date
LAND OWNER:	Lewis Mease	Ival Mease	8-9-56	Date

EASEMENT PLAT TOWN OF TRURO



COMPARED