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BOOK 746 PAGE 65-69

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BERNISE WALLACE
RECORDER
HENRY COUNTY, IOWA

Prepared by: Philip D. McCormick, 121 West Monroe, Mt. Pleasant,
IA 52641 (319) 385-2221

EASEMENT AND AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of One Dollar and Other Good and Valuable Consideration paid to Jeffery Allred, hereinafter referred to as GRANTOR, by the Frank L. Allred and Lorene J. Allred, hereinafter referred to as GRANTEES, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEES, their successors and assigns, a perpetual easement with right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, , replace, maintain, including the installation of a septic tank drain line, and other appurtenances thereto, to be located over, across, and through the land of the GRANTOR situated in Henry County, Iowa, for the purposes of this easement.

The permanent easement on the land of the GRANTOR is legally described as follows:

SEE EXHIBIT "A"

1. The grant and other provisions of this easement and agreement shall constitute a perpetual covenant and easement running with the land for the benefit of the GRANTEES, their successors and assigns.

2. The GRANTOR does hereby covenant with the GRANTEES, that he holds title to said real estate in fee simple; that he has good, right and lawful authority to grant this easement; and the GRANTOR covenants to warrant and defend said premises against the lawful claims of all persons whomsoever.

3. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, whether now known or unknown or arising in the future, that may arise during the construction and installation of the septic tank drain line and for its permanent location on the property EXCEPT the GRANTEES shall be responsible for reseeding any disturbed ground after construction and installation of the septic tank drain line and within a reasonable time thereafter reseed for any areas that remain bare.

4. The GRANTEES, in consideration of the covenants contained herein, agrees to install septic tank drain line in such a manner that no unreasonable damage will result from its use. The GRANTEES shall be solely responsible for the cost of maintenance, replacement or repair of said septic tank drain line; for returning the GRANTOR'S property to it's original condition after said maintenance, replacement or repair of said septic tank drain line; and for any loss or damage to GRANTOR'S property occasioned by the GRANTEES' exercise of their maintenance rights et al under this

easement and agreement. If the GRANTOR claims damage to his property that has not otherwise been repaired by the GRANTEES, then a claim for damages must be submitted to the GRANTEES in writing within one (1) year from the date of any maintenance or repair operation upon the GRANTOR'S land, or such claim shall otherwise be barred.

5. It is expressly understood herein that the GRANTEES shall have the right to mow grass and underbrush, wherever applicable; to trim trees, bushes and saplings et al growing upon or extending over the land as is reasonably necessary for the purpose of this easement; to enter upon the easement property for ingress and egress and is reasonably necessary for the purpose of this easement; to remove at any time any structure or obstruction which may interfere with the proper maintenance and operation of this easement; and to take such other action as required for the full use of the rights herein granted.

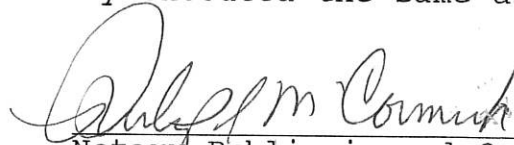
6. That this agreement shall be binding upon the GRANTOR and GRANTEES, their heirs, successors, transferees or assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 21ST day of December, 19 98.

Jeffery G. Allred
Jeffery G. Allred

STATE OF IOWA, COUNTY OF HENRY, SS:

On this 21 day of DECEMBER, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Jeffery Allred, unmarried, 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.



Notary Public in and for the
State of Iowa

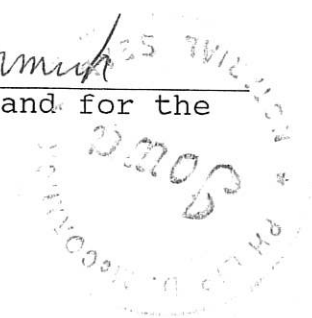


EXHIBIT "A"

An area 15 feet on either side of the septic tank drain line as installed as of the date of this easement and which is located on the following described real estate:

All that part of the following described real estate lying West of former Primary Road 133: Commencing at the southeast Corner of the Northeast Quarter of Section 13, Township 71 North, Range 7 West; thence West 240 rods to the Southwest Corner of the East Half of the Northwest Quarter of said section 13; thence North 106 2/3 rods; thence East 240 rods to the East line of said Section; thence South 106 2/3 rods to the place of beginning, except the following: (a) Beginning at a point 78.0 feet west of the center of Section 13, Twp. 71 North, Range 7 West of the 5th P.M. being on the West line of State Highway 133, thence South 89 deg. 12' West 1261.7 feet; thence North 1193.5 feet; thence North 88 deg. 50' East 841.7 feet; thence South 1 deg. 55' East 418.5 feet; thence North 88 deg. 43' East 421.0 feet to the west Right-of-Way line of State Highway 133; thence South 1 deg. 26' West 243.5 feet; thence south 0 deg. 14' West 531.5 feet to the Point of Beginning, containing 30.5 acres as near as may be. (b) Commencing at the center of Section 13, Township 71, Range 7, thence West 78.0 feet, thence North 0 deg. 14 min. East 531.5 feet, thence North 1 deg. 26 min. East 243.5 feet; thence South 88 deg. 43 min. West 290.4 feet to the point of beginning for the tract description; From the aforementioned Point of Beginning, South 88 deg. 43 min. West 130.6 feet, thence North 1 deg. 55 min. West 150.0 feet, thence North 88 deg. 37 min. East 139.8 feet, thence South 1 deg. 40 min. West 150.0 feet to the point of beginning, containing 0.465 acres, more or less. (c) Commencing at the center of Section 13, Township 71 North, Range 7 West of the 5th P.M., thence West 78.0 feet, thence North 0 deg. 14 min. East 531.5 feet; thence North 1 deg. 26 min. East 243.5 feet to the point of beginning for this tract description; from the aforementioned point of beginning, South 88 deg. 43 min. West 290.4 feet, thence North 1 deg. 40 min. East 150.0 feet, thence North 88 deg. 37 min. East 290.4 feet, to the West line of County Road "B" as now situated; thence South 1 deg. 26 min. West 150.0 feet along the West line of said County Road "B" to the point of beginning, containing 1.0 acres, as near as may be. (d) Tract conveyed to the State of Iowa by instrument in Book 255, Page 73, office of the Recorder of Henry County, Iowa.
