

Case
1/13/03
Desc.

516-89-21 SENE - (Same as 544-384)

2003 JAN -9 PM 3: 50

HARDIN COUNTY, IOWA
STEVEN A. PENCE, RECORDER

Prepared by: Mona M. Bowden, PO Box 786, Iowa Falls, Iowa 50126

Telephone: (641) 648-5083

AGREEMENT

WHEREAS, MERLIN CLOCK, a single person, owns the following described property:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M., HARDIN COUNTY, IOWA; THENCE NORTH 90°00'00" WEST, 529.50 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16); THENCE NORTH 03°12'20" WEST, 230.47 FEET; THENCE NORTH 43°15'29" WEST, 134.33 FEET; THENCE NORTH 01°40'00" WEST, 305.18 FEET; THENCE NORTH 88°45'00" EAST, 616.75 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16); THENCE SOUTH 02°22'00" EAST, 647.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16) TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS OF RECORD. NOTE: THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16-89-21 IS ASSUMED TO BEAR NORTH 90°00'00" WEST.

Same as
2002-1113

AND

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M., HARDIN COUNTY, IOWA; THENCE NORTH 90°00'00" WEST, 529.50 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16) TO POINT OF BEGINNING; THENCE NORTH 03°12'20" WEST, 230.47 FEET; THENCE NORTH 43°15'29" WEST, 134.33 FEET; THENCE SOUTH 01°40'00" EAST TO THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16); THENCE SOUTH 90°00'00" EAST TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS OF RECORD. NOTE: THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16-89-21 IS ASSUMED TO BEAR NORTH 90°00'00" WEST.

Same as
2003-1114

WHEREAS, STEPHEN C. KLEIN, a single person, owns the following described real property:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5TH P.M., HARDIN COUNTY, IOWA; THENCE WEST 1255.16 FEET, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16); THENCE NORTH 279.68 FEET; THENCE EAST 96 FEET; THENCE NORTH 180.32 FEET; THENCE EAST 510.80 FEET; THENCE NORTH 1°40' WEST, 173.00 FEET; THENCE NORTH 88°45' EAST, 616.75 FEET; THENCE SOUTH 2°22' EAST, 647.00 FEET, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION SIXTEEN (16), TO THE POINT OF BEGINNING, SUBJECT TO HIGHWAY RIGHT OF WAY OF RECORD, EXCEPT THEREFROM THOSE PARCELS DESCRIBED ABOVE OWNED BY MERLIN CLOCK.

Same as
C/P

WHEREAS, the electrical service available on the CLOCK property originates from an electrical service located on the KLEIN property;

WHEREAS, a water well is currently located on the KLEIN property which is the source for water to the CLOCK property; and

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AGREEMENT-2

WHEREAS, KLEIN agrees to allow CLOCK the right to use electrical service and to draw water from the well on the KLEIN property under the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations and rights herein created, the parties agree as follows:

1. KLEIN hereby gives, grants and conveys to CLOCK, his heirs, executors, administrators, successors and assigns, the right to use electrical service and shall not take any action to terminate electrical service to CLOCK'S property. CLOCK'S right to use electricity shall be limited to reasonable use of electricity for personal use and agricultural uses.
2. KLEIN hereby gives, grants and conveys to CLOCK, his heirs, executors, administrators, successors and assigns, the right to withdraw water from the water well located on the KLEIN property for reasonable personal use and agricultural uses.
3. In any year that CLOCK uses water and/or electricity pursuant to this agreement, CLOCK shall pay KLEIN \$100.00. Payment shall be made no later than January 15th of the year following the year in which electricity and/or water is used.
4. KLEIN agrees to be responsible for the repair and maintenance of all electrical service lines and water lines providing electricity and water to the CLOCK property.
5. CLOCK hereby grants to KLEIN a right of access under and across the CLOCK property in order to repair or replace the water service line or electrical service line providing water and electrical service to the CLOCK property. Upon completion of any repair or replacement, KLEIN agrees to restore the CLOCK property to the condition it was in prior to such repair or replacement.
6. This easement shall be binding upon the heirs, executors, administrators, successors or assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of January, 2003.

[Signature]
STEPHEN C. KLEIN

[Signature]
MERLIN CLOCK

STATE OF IOWA
HARDIN COUNTY



On this 9th day of January, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared STEPHEN C. KLEIN, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

[Signature]
Notary Public in and for the State of Iowa

STATE OF IOWA)
HARDIN COUNTY) SS:

On this 9th day of January, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MERLIN CLOCK, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

[Signature]
Notary Public in and for the State of Iowa

