

Recorded: 11/20/2025 at 8:58:17.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 3125

Return to: Steven A./MaDonna J. Brady, 107 Golf View Dr., Edgewood, Iowa 52042
Taxpayer: Steven A./MaDonna J. Brady, 107 Golf View Dr., Edgewood, Iowa 52042
Prepared By: Daniel H. Swift, Swift law Firm, 108 N Madison St., PO Box 207, Manchester, IA 52057, (563) 927-4901

**EASEMENT FOR RIGHT-OF-WAY, FOR SURFACE WATER AND GROUND WATER
CONDUIT/PIPE AND FOR TRANSMISSION OF THE WATER THROUGH THE
CONDUIT/PIPE**

RECITALS

1. Steven A. Brady and MaDonna J. Brady, Husband and Wife, (Hereinafter referred to as Bradys) are the owners in free simple of the following described real estate, to-wit:

Lot Number Twenty-one (21) and the South one- half (S ½) of Lot Twenty (20) of Woods Edge Addition to Edgewood, Delaware County, Iowa, as shown in Book 6 Plats, Page 52 office of Delaware County Recorder, Delaware County, Iowa, together with all easements and servient estates appurtenant thereto, and subject to protective covenants, conditions, restrictions, reservations and grants of the Woods Edge addition to Edgewood, Delaware County, Iowa, recorded in Book 1 Misc., Page 104 and subject to any later modifications of said covenants and restrictions and said plat

2. Jonathan Walz and Alicia Walz, Husband and Wife, (Hereinafter referred to as Walzs) are the owners in free simple of the following described real estate, to-wit:

Lot Twenty-two (22) of Woods Edge Addition to Edgewood, a subdivision, in Delaware County, Iowa, according to the Plat recorded in Book 6 of Plats on Page 52, Situated in Delaware County and the State of Iowa

3. Located under the property of Walzs is a surface water and groundwater conduit/pipe which is used by Bradys to collect, transport and drain surface and ground water from and across Bradys real estate. The conduit/pipe is underground and runs underground across the real estate owned by Walzs. The surface/groundwater conduit/pipe runs from

Bradys property across the property owned by Walzs. The conduit/pipe is underground. There is a Clean Out for the conduit/pipe on the real estate owned by Walzs. The purpose of the conduit/pipe is to transport water from Bradys property across and under Walz property to its natural drainage area south of the Walzs property.

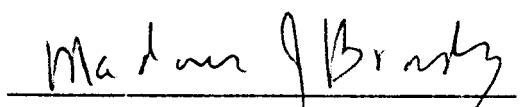
4. Bradys and Walz do not know the exact physical location of the conduit/pipe. They know where to locate the cleanout. They have not had the conduit/pipe specifically surveyed, located or marked on Walzs property. Bradys and Walzs know the location of the cleanout, and have estimated the location of the conduit/pipe as it runs from Bradys property across the property owned by Walzs. Attached hereto and identified as Exhibit "A" is a hand-drawn picture of the best estimate of the parties as to the location of the items described herein relating to Walzs real estate.
5. Walzs wish to convey to Bradys, their heirs, successors and assigns, a perpetual easement across and on their real estate for purpose of maintenance, replacement and repair of the conduit/pipe and clean out.

AGREEMENT AND EASEMENT

6. Walzs do hereby grant, convey, transfer, assign, and set over unto Bradys, their heirs, successors and assigns, subject to the terms and conditions of this agreement, an exclusive, permanent easement, right and privilege for use in, to, over, under, across their property for purposes of maintaining, repairing, constructing and replacing the present surface water and ground water conduit/pipe and clean out as it presently exists.
7. The terms, conveyance and provisions of this agreement shall extend to Bradys and Walzs and be binding upon the respective heirs, personal representatives, administrators, executors, beneficiaries, successors and assigns, as applicable, of the parties hereto. The parties agree that this agreement and the conveyance, conditions, and terms of the agreement are intended to and shall run with the land and shall benefit the property owned by Bradys, and their heirs, successors and assigns and burden the properties owned by Walzs upon which the conveyance of the Easement is made. The property owned by Brady is the dominant real estate. The property owned by Walzs is the subservient real estate
8. No replacement, enlargement, or construction of a new drainage line or cleanout shall be granted, without the express written permission of Bradys and Walzs. Both parties shall have an input on the location, means, and manner of any new structure.

9. Any construction, repair, replacement required by Bradys will be at their sole expense/cost and they are required to return the surface of the ground to its natural condition as existing before the work performed.
10. Nothing in this agreement shall be deemed to be a gift or dedication of any portion of any easement area to the general public or for the benefit of the general public or for any public purpose, it being the intention of the parties hereto that this agreement shall be strictly limited to and for the purposes expressed in this agreement.
11. This agreement shall run with the land and shall be binding on all parties hereto their heirs, successors, and assigns, and on persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded. Subsequent thereto, no action based upon the terms of this easement agreement shall be maintained, either at law or in equity in any Court to recover real estate, in this state or to recover or establish any interest therein or claim thereto, legal or equitable, against the holder of the record title to such real estate in possession after twenty-one (21) years from the recording of such deed of conveyance or contract unless the claimant shall, personally, or by the claimant's attorney or agent, or if the claimant is a minor or under legal disability, by the claimant's guardian, trustee, or other parent or the next of kin, file a verified claim with the Delaware County Recorder. The claimant shall be any person or persons claiming an interest in and to the land or in and to such reversion. If the verified claim is properly filed, it will extend or preserve an action on any claim for an additional twenty-one (21) years.
12. If any portion of this agreement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable and the parties hereto consent to the modification of this agreement and in any manner as a Court may deem necessary, to preserve the agreement.

By 
Steven A. Brady

By 
Maureen J. Brady

MaDonna J. Brady

STATE OF IOWA, COUNTY OF DELAWARE, ss:

Subscribed and sworn to (or affirmed) before me on the 19 day of Novemebr 2025 by
Steven A. Brady and MaDonna J. Brady, husband and wife.



Kristen M. Arthur
Notary Public in and for the State of Iowa

By [Signature]
Jonathan Walz

By [Signature]
Alicia Walz

STATE OF IOWA, COUNTY OF DELAWARE, ss:

Subscribed and sworn to (or affirmed) before me on the 19 day of November 2025 by
Jonathan Walz and Alicia Walz, Husband and Wife



Kristen M. Arthur
Notary Public in and for the State of Iowa

