

**BK: 2020 PG: 1937**  
**Recorded: 6/4/2020 at 9:50:05.0 AM**  
**Pages 3**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$20.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

Return To: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072  
Prepared By: Samuel H. Braland, P. O. Box 370, Earlham, Iowa 50072 (515) 758-2267

**AGREEMENT TO TERMINATE  
ACCESS EASEMENT AND WATER WELL EASEMENT**

This Agreement to Terminate Access Easement and Water Well Easement (the "Termination Agreement") is made and entered into by and between Shirley J. Leeper as Trustee of the Shirley J. Leeper Trust dated December 18, 2009, herein referred to as "Leeper"; and Kasey D. Henke and Jordana C. Henke, husband and wife, herein referred to as "Henke":

**WITNESSETH:**

Leeper is the owner of the following described real estate, to-wit:

The East Half of the Southeast Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ) and the South Half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 9, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section 9, containing 2.176 acres, as shown in Plat of Survey filed in Farm Plat Book 2, Page 494, in the Office of the Recorder of Madison County, Iowa, AND ALSO EXCEPT Parcel "C" in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 9, Township 76 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 5.126 acres as shown in the Plat of Survey recorded in Book 2013, Page 2245, in the Office of the Recorder of Madison County, Iowa.

Henkes are the owners of the following described real estate, to-wit:

Parcel "C" located in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 9, Township 76 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 5.126 acres, as shown in Plat of Survey recorded in Book 2013, Page 2245, in the Office of the Recorder of Madison County, Iowa.

On January 6, 2015, Leeper and Henkes entered into that certain Access Easement and Water Well Easement Agreement (“the Easement Agreement”) in which Leeper granted Henkes an easement on Leeper’s real estate for use and maintenance of a water well and water line servicing Henkes’ real estate, and under which Henkes granted Leeper an access easement over and across Henkes’ real estate, and also an easement for access to and use of grain bins located on Henkes’ real estate.

The Easement Agreement was recorded on January 9, 2015 in Book 2015, Page 71, in the Office of the Recorder of Madison County, Iowa.

Leeper and Henkes agreed in the Easement Agreement that the easements granted therein could be terminated by the parties as provided in a written agreement entered into for that purpose. On the terms and conditions set forth in this Termination Agreement, Leeper and Henkes have agreed to terminate and rescind the Easement Agreement and all easements granted to each other therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Leeper and Henkes hereby agree as follows:

1. The Access Easement and Water Well Easement Agreement (the “Easement Agreement”) entered into by the parties and recorded on January 9, 2015 in Book 2015, Page 71, in the Office of the Recorder of Madison County, Iowa, including all easements of every nature and kind granted by the parties to each other as provided therein, is and are hereby terminated and rescinded, and none of the parties nor their successors in ownership of the real estate described herein and in the Easement Agreement shall have any further rights, obligations, or liabilities to each other thereunder.

2. The Easement Agreement shall be null and void and of no further force or effect and the parties mutually release and discharge each other from any and all liability whatsoever, including all claims, demands and causes of action of every nature, they have, may have or claim to have by reason of the Easement Agreement and its termination.

3. The provisions of this Termination Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Each party is signing this Termination Agreement on the date stated opposite that party’s signature below, and this Termination Agreement will be effective as of the date the last party signs it.

Date: 6/2/2020

Shirley J. Leeper  
Shirley J. Leeper, Trustee

Date: 6-2-2020

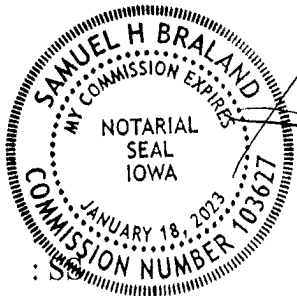
Kasey D. Henke  
Kasey D. Henke

Date: 6/2/2020

Jordana C. Henke  
Jordana C. Henke

STATE OF IOWA :  
: SS  
COUNTY OF MADISON :

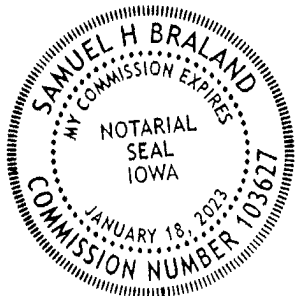
This record was acknowledged before me on June 2, 2020 by Shirley J. Leeper as Trustee of the Shirley J. Leeper Trust dated December 18, 2009.



Samuel H. Braland  
Notary Public in and for the State of Iowa.

STATE OF IOWA :  
: SS  
COUNTY OF MADISON :

This record was acknowledged before me on June 2, 2020 by Kasey D. Henke and Jordana C. Henke.



Samuel H. Braland  
Notary Public in and for the State of Iowa.