

LISA SMITH, COUNTY RECORDER
MADISON IOWA

Prepared by: Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, IA 50266

Return Document to: Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, IA 50266

ACCESS AND UTILITY EASEMENT

This easement made this 25th day of July, 2007.

WITNESSETH:

WHEREAS, Bradly L. Coulter and Paula R. Coulter are the owners of the following described real estate, to-wit:

A tract of land commencing at a point 19 rods and 14 feet South of the Northwest corner of the South Half (½) of the Northwest Quarter (¼) of Section Four (4) and running thence East 1 ¼ rods to the center of said public highway, thence in a Northwesterly direction in the center of said public highway, to the East line of Section Five (5), thence South to the place of beginning; all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa (containing approximately 7 Acres) (Parcel 1)

WHEREAS, Bradly L. Coulter and Paula R. Coulter are the owners of the following described real estate, to-wit:

Commencing at the Northeast corner of the South Half (S½) of Northeast Quarter (¼) of Section Five (5) and running thence North 89° West, 6 chains and 50 links, thence South 1° West, 9 chains and 23.09 links, thence West to a point 1,234 feet West of the East line of said Section, thence South to the South line of said Northeast Quarter (¼), thence East to the Southeast corner thereof, thence North to the place of beginning, Madison County, Iowa (containing approximately 20 Acres) (Parcel 2)

WHEREAS, the parties hereto desire to create for themselves, their heirs, successors and assigns, access and a utility easement as the same is now situated on the two parcels of land referred to above; and

WHEREAS, the houses of the parties sit on the 7 Acre parcel described above; and

~~WHEREAS, the well of the parties sits on the 20 Acre parcel described above.~~

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, Bradley L. Coulter and Paula R. Coulter do hereby give, grant and convey unto themselves, their heirs, successors and assigns access and an access easement, described as follows:

A 40 foot wide access easement across Parcel 1 described above, from the public roadway south and westerly past the old house to the new house, situated on Parcel 1. This 40 foot wide access easement is approximately 50 feet to 75 feet West of the East line of Section 5.

and a well easement, described as follows:

Commencing at a point approximately 100 feet east and slightly North of the Southwest corner of Parcel 1 at the Southwest corner of the house, a 30 foot wide easement Southwest to the existing well located in the Southwest corner of Parcel 2.

The grantee shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, patrol, rebuild, and repair water lines, together with the right to replace, renew and relocate upon or under its right of way and appurtenances thereto, and the right to remove any or all of said installations or appurtenances. Grantees may trim and/or cut and clear away any trees, limbs and brush

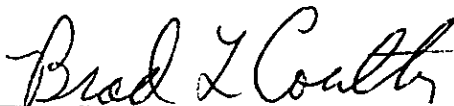
on or adjacent to above described land whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said easement. In exercising its rights of ingress and egress, the grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof; however, if in the judgment of the grantee there are no suitable means of access or the said right of way, the grantee may enter the lands of the grantor wherever necessary to provide access to and from the above described right of way. If the grantee shall cut or remove trees under the

rights hereby granted, and such trees are valuable for either timber or wood, they shall continue to be the property of the grantor, but all other trees and logs, all tops, limbs and brush shall be burned or removed by the grantee.

3. The parties, their heirs, successors or assigns, shall not use or leave any vehicle, or anything else on said right of way so as to prevent the free and uninterrupted use of said right of way by the grantees.

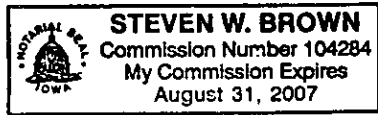
4. This agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, provided, however that this easement may be released at any time by appropriate agreement for that purpose entered into between the owners of said lots, duly executed and acknowledged and filed for record in the office of the Recorder of Madison County, Iowa.

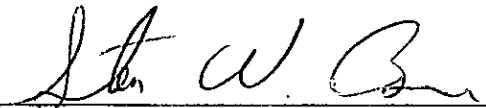
IN WITNESS WHEREOF, the parties herein have set their hands this 7-25-07
day of July, 2007.


Bradly L. Coulter


Paula R. Coulter

Subscribed and sworn to before me this 25th day of July, 2007, by Bradly
L. Coulter and Paula R. Coulter.





Notary Public in and for the State of Iowa