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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information:

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

Taxpayer Information:

Return Address

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

Grantors:

SEE PAGE 2

Grantees:

SEE PAGE 2

Legal Description: SEE PAGE 2

Document or instrument number if applicable:

EASEMENT AGREEMENT

Dennis R. Phillips and Peggy L. Phillips hereinafter called "Grantors", for valuable consideration, do hereby grant to Randy L. Bush, hereinafter called "Grantee", and to his heirs, successors or assigns, owners of the following described real estate:

Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty (20), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel recorded in Farm Plat Book 2, Page 90 and Parcel C of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) as shown in the Plat of Survey recorded in Book 2006, Page 1701 of the Recorder's Office of Madison County, Iowa.

the perpetual right and easement upon and under the following described real estate:

a portion of said Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) located west of said Parcel C for a distance of approximately 300 feet

together with the right of ingress and egress over and across said easement area for the purpose of constructing, repairing and maintaining a well, waterline, and necessary equipment upon and under said easement area.

The Grantors warrant and covenant to the Grantee that they are the owners of the real estate upon which said easement area is situated, that they have full right and authority to validly grant this easement, and the Grantee may quietly enjoy their estate in the premises.

Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or structures will be erected upon said easement area, and the present grade or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Grantee shall be solely responsible for the repair and maintenance of all items installed in the easement area and shall, upon installation, maintenance or repair of any item installed in the

easement area, restore the surface of the easement area to its condition existing prior to such installation, repair or maintenance. This easement shall terminate in the event the items installed in the easement area are removed by Grantee, their heirs, successors or assigns. Grantee his heirs, successors and assigns shall have the exclusive use of the water from said well. The Grantors hereby relinquish any and all rights to use or obtain water from said well.

GRANTORS

Dennis R. Phillips
Dennis R. Phillips

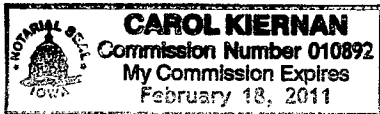
Peggy L. Phillips
Peggy L. Phillips

GRANTEE

Randy L. Bush
Randy L. Bush

STATE OF IOWA, COUNTY OF MADISON

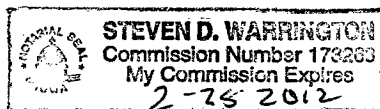
This instrument was acknowledged before me on this 23 of July, 2010, by Dennis R. Phillips and Peggy L. Phillips.



Carol Kiernan
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 30th of August, 2010, by Randy L. Bush.



Steven D. Warrington
Notary Public in and for said State of Iowa