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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

WATER WELL SYSTEM EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067

Phone: (515) 462-4912

Taxpayer Information: (name and complete address)

Don R. and Melissa Walker, 3392 Pheasant Run Trail, Peru, Iowa 50222

✓ **Return Document To:** (name and complete address)

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067

Grantors:

Don R. Walker

Melissa Walker

Grantees:

John A. Walker

Sharon K. Walker

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

WATER WELL SYSTEM EASEMENT

KNOW ALL PERSONS BY THIS DECLARATION:

The undersigned owners, Don R. Walker and Melissa Walker, Husband and Wife, hereafter called the Grantors, in consideration of the sum of One Dollar and other valuable consideration, receipt of which is acknowledged, do hereby grant to John A. Walker and Sharon K. Walker, Husband and Wife, hereafter called the Grantees, the perpetual and exclusive right and easement to construct, install, repair, maintain, operate, inspect, patrol, replace and remove a water well system including the well head, distribution line(s), equipment and related accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of this water well system, which well system is located at, along, across and under the following described property situated in Madison County, Iowa (the Easement Area), to-wit:

A Sixty (60) foot wide well/waterline easement across that part of the parcel of land shown on a survey recorded in the Madison County Recorder's Office in Plat Book 2 at Page 349 of the East Half of the Northwest Quarter of Section Ten (10), Township Seventy-five (75) North, Range Twenty-six West of the 5th P.M., Madison County, Iowa, lying thirty (30) feet on each side of the following described centerline: Commencing at the Southeast corner of said parcel of land; thence South 86 degrees 36 minutes 29 seconds West, 180.58 feet along the South line of said parcel of land to the point of beginning of said easement; thence North 24 degrees 21 minutes 30 seconds East, 245.98 feet to the terminus of said easement.

The water well system easement described above is for the exclusive benefit of the Grantees' following described property situated in Madison County, Iowa, to wit:

A parcel of land in the Southeast Quarter of the Northwest Quarter of Section 10, Township 75 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa more particularly described as follows: Commencing at the Southeast Corner of the SE. ¼ of the NW. ¼ of Section 10, T75N, R26W of the 5th P.M., Madison County, Iowa; thence along the East line of the NW. ¼ of said Section 10. North 00°17'43" East, 554.71 feet to the point of beginning. Thence continuing North 00°17'43" East, 383.86 feet; thence South 86°36'29" West, 739.15 feet; thence South 00°17'43" West, 383.86 feet; thence North 86°36'29" East, 739.15 feet to the point of beginning. Said parcel of land contains 6.500 Acres including 0.440 Acres of County Right of Way.

The Grantors' real estate which is the subservient estate to the above described easement area is described as follows:

A parcel of land located in the East Half (½) of the Northwest Quarter (¼) of Section Ten (10), Township Seventy-five (75) North, Range Twenty-six (26)

West of the 5th P.M., Madison County, Iowa, containing 6.500 acres, including 0.530 Acres of County Road Right of Way as shown in Plat of Survey filed in Book 2, Page 349 on December 4, 1992, in the Office of the Recorder of Madison County, Iowa.

The Grantors warrant and covenant to the Grantees that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the land first described above and have full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

The Grantors shall not erect any structure or improvement along, over or within the Easement Area without first obtaining the Grantees' written approval. The planting of trees, shrubs and other such planting (e.g., flowers) may be placed in the Easement Area but are subject to removal by the Grantees without compensation if removal is required for the well system maintenance, repair or replacement.

The Grantors shall not change the grade, elevation or contour of any part of the Easement Area without the prior, written consent of the Grantees.

The Grantees shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area described above including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

In consideration of such Grant, the Grantees shall cause the Easement Area to be left in a reasonable and workmanlike condition without cost to the Grantors arising from the subsequent reconstruction, repair or replacement of the utility and will either repair or pay for any damage which may be caused to crops, fences or other property of the Grantors by the reconstruction, operation, maintenance, inspection, patrolling or removal or replacement of the utility. However, the Grantees shall not be liable for, or otherwise required to repair damage, if the damage is the result of the Grantors' violation of the terms of this Easement Agreement. The Grantees shall not have the right to fence in the easement area.

The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement Agreement.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 18th day of September, 2013.

Grantors:

Don R Walker
Don R. Walker

Melissa L Walker
Melissa L. Walker

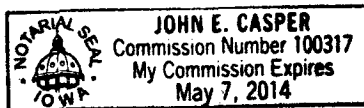
Grantees:

John A Walker
John A. Walker

Sharon K Walker
Sharon K. Walker

STATE OF IOWA)
) ss
MADISON COUNTY)

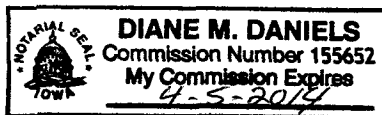
On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared, Don R. Walker, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.



John E Casper
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss
MADISON COUNTY)

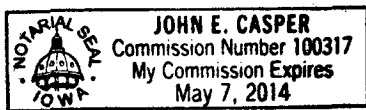
On this 18th day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared, Melissa L. Walker, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

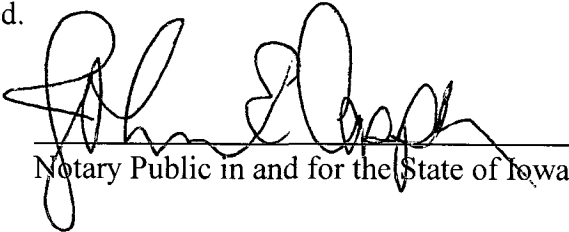


Diane M. Daniels
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared, John A. Walker and Sharon K. Walker, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.





Notary Public in and for the State of Iowa