



Document 2014 1510

Book 2014 Page 1510 Type 06 001 Pages 2

Date 6/26/2014 Time 10:21 AM

Rec Amt \$12.00

INDX ✓
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

✓ Return to:

Prepared by Loretta L. Harvey, 109 W. Montgomery, Box 85, Creston, IA 50801; Phone 641-782-7051

EASEMENT FOR WELL ACCESS AND USE

This Agreement is made by and between Mildred Jo Agan, a single person, (hereafter referred to as "Grantor"), and Galen M. Trucks and Trudy A. Trucks, husband and wife, (hereinafter referred to as "Grantees").

Recitals:

Grantor is the owner of the following described real estate to wit:

North Fractional Half (½) of the Northeast Quarter (¼) of Section Five (5), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "G" as shown in the Plat of Survey filed in Book 2014, Page 648 on March 21, 2014, in the Office of the Recorder of Madison County, Iowa.

Grantees own the following described real estate:

Parcel "G" located in the North Fractional Half (½) of the Northeast Quarter (¼) of Section Five (5), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 9.09 acres, as shown in the Plat of Survey filed in Book 2014, Page 648 on March 21, 2014, in the Office of the Recorder of Madison County, Iowa.

WHEREAS there is a Well located on Grantor's real estate that is necessary to provide a water source to the owners of Parcel G, and an Easement for Well Access and Use across Grantor's land is necessary to provide a water source to the owners of Parcel G.

Grant of Easement

Grantor hereby grants to Grantees an easement for Well Use and Access granting owners of Parcel G water rights to said Well located on Agan's real estate, granting with said rights a perpetual right and easement to construct, erect, operate, maintain, or remove pipes, structures, pumps, wires and fixtures for transmitting water and for associated facilities, on, through, over, under or across, complete with the right of ingress and egress to allow the full utilization of water from said well located on Agan's real estate for the benefit of Parcel G:

- A. CONCURRENT USE: Nothing herein shall preclude the holders of Agan's real estate or their assigns from conjunctively using the area burdened by this easement.
- B. COVENANT RUNNING WITH THE LAND: The easement created by this agreement shall be a covenant running with the land and shall be a burden thereon and shall be binding upon the undersigned parties and upon their heirs and assigns. Provided, however, none of the parties, their heirs or assigns assume any liability or responsibility to the other, their heirs, or assigns, or any other person exercising any rights hereunder, except as otherwise provided herein, or by reason of any business conducted with each other, their heirs or assigns, or otherwise.
- C. MAINTENANCE: Grantees shall assume all financial responsibility for maintenance and continued use of said well.
- D. COMPLETION: At such a time owners of Parcel G no longer require or desire the use of said Well, said easement shall be nullified with owners of Agan's real estate assuming all financial responsibility to maintain or fill in said Well, and all rights reverting to owners of Agan's real estate.

SIGNED this 9 day of June, 2014.

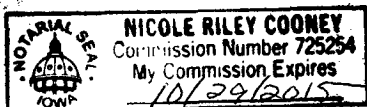
Galen M. Trucks
Galen M. Trucks

Trudy A. Trucks
Trudy A. Trucks

Mildred Jo Agan
Mildred Jo Agan

STATE OF IOWA, UNION COUNTY, ss:

Subscribed, sworn and acknowledged before me by Galen M. Trucks and Trudy A. Trucks, husband and wife; this 9th day of June, 2014.



Nicole Riley Cooney
Notary Public in and for the State of Iowa

STATE OF IOWA, Madison COUNTY, ss:

Subscribed, sworn and acknowledged before me by Mildred Jo Agan, a single person, this 9 day of June, 2014.

Jerrold B. Oliver
Notary Public in and for the State of Iowa

