

**BK: 2020 PG: 3181**  
**Recorded: 8/27/2020 at 8:45:45.0 AM**  
**Pages 8**  
**County Recording Fee: \$42.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$45.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**EASEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

James Van Werden, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

**Taxpayer Information:** (name and complete address)

Wayne K. Carter, Trustee of the Wayne K. Carter Revocable Trust, 619 E. Front Street, Stuart, IA 50250

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

James Van Werden, 1009 Main Street, Adel, IA 50003

**Grantor:**

Wayne K. Carter, Trustee of the Wayne K. Carter Revocable Trust

**Grantee:**

James E. Van Werden, Trustee of the Mary F. Lotz Charitable Foundation

**Legal Description:** See Page 2

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

## EASEMENT

Now on this 26 day of August, 2020 the owner of Parcel 3, Wayne K. Carter, Trustee of the Wayne K. Carter Revocable Trust, ("Grantor") and the owner of Parcel 1, James E. Van Werden, Trustee of the Mary F. Lotz Charitable Foundation ("Grantee") have agreed to an easement over Parcel 3 for the benefit of Parcel 1. See the attached Exhibit A for the legal descriptions for Parcel 1 and Parcel 3.

The parties have agreed to reduce this agreement to writing and state as follows:

1. Grantor. Wayne K. Carter, Trustee of the Wayne K. Carter Revocable Trust is the current owner of Parcel 3 as shown in Warranty Deed recorded in Book 2019 Page 4028 of the Madison County, Iowa records.
2. Grantee. James E. Van Werden, Trustee of the Mary F. Lotz Charitable Foundation is the current owner of Parcel 1 as shown in Trustee Warranty Deed recorded in Book 2012 Page 4010 of the Madison County, Iowa records.
3. Easement Area. For One Dollar (\$1.00) and other good and valuable consideration, the Grantor hereby provides to the Grantee an easement over Parcel 3 that is 40 feet in width and is measured 20 feet either side of any tiling installed pursuant to Agreement ("Easement Area") Said Agreement is attached as Exhibit B and incorporated by reference.
4. Maintenance. The Grantee shall be responsible for all costs of maintenance as shown by Exhibit B.
5. Erection of Structures Prohibited. Grantor, and their successors and assigns, shall not erect any structure, building, or fence over or within the Easement Area without obtaining prior written consent of the Grantee.
6. Change in Grade Prohibited. Grantor, and their successors and assigns, shall not substantially change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
7. Right of Access. The Grantee and their invitees 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 as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area. The Grantee shall have the right to maintain tiling in Easement Area.
8. Easement Runs with Land. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. Jurisdiction and Venue. The Grantee and the Grantor agree the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Madison County, Iowa.

Grantor does HEREBY COVENANT with the Grantee that (i) Grantor holds said real estate described in the Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

Words and phrases, herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 26 day of August, 2020.

Wayne K Carter

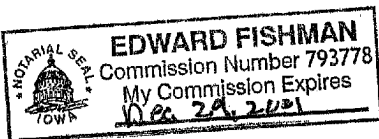
Wayne K. Carter, Trustee of Wayne K. Carter  
Revocable Trust, Grantor

STATE OF IOWA, COUNTY OF Guthrie

This record was acknowledged before me on Aug. 26, by Wayne K. Carter as Trustee of Wayne K. Carter Revocable Trust.

[Signature]

Signature of Notary Public



James Van Werden

James Van Werden, Trustee of Mary F. Lotz  
Charitable Foundation, Grantee

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me on \_\_\_\_\_, James Van Werden, Trustee of Mary F. Lotz Charitable Foundation.

[Signature]

Signature of Notary Public

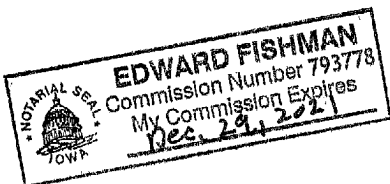


Exhibit A

Parcel 1 has the following legal description:

The Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Parcel 3 has the following legal description:

The West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight West of the 5th P.M., Madison County, Iowa;

And

The North Fractional Half of the Northeast Quarter (Nfr $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Northeast Fractional Quarter of the Northwest Quarter (Nfr $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, both subject to easements and Public Highway conveyances of record, and excepting therefrom the following: A parcel of land in the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEfr $\frac{1}{4}$ ) of Section Six (6), Township Seventy-five (75) North Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section Six (6), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Section Six (6) , South 90°00'00" West 1,102.94 feet; thence South 00°00'00", 70.00 feet to the point of beginning. Thence continuing South 00°00'00", 362.37 feet; thence South 90°00'00" West 360.87 feet; thence North 00°00'00", 358.28 feet; thence North 85°23'12" East, 50.82 feet along the South Right of Way line of Highway No. 92; thence north 90°00'00" East 310.21 feet to the point of beginning. Said parcel of land contains 3.000 Acres. ("Parcel 3").

## AGREEMENT

THIS AGREEMENT, is entered in on this Aug. 26, 2021 by TDL Construction Inc. ("Contractor"), Mary F. Lotz Charitable Foundation ("Foundation"), Pamela K. Carter Revocable Trust, and Wayne K. Carter Revocable Trust.

WHEREAS, the Natural Resources Conservation Service ("NRCS") Environment Quality Incentives Program ("EQIP") provides funding for selected conservation practices or activities.

WHEREAS, NRCS through EQIP provides financial assistance to share in the cost of improving water quality on land and in the watershed and installing practices to achieve such.

WHEREAS, NRCS identified the needs of the Cedar Lake Watershed through the help of the City of Winterset and the Winterset Water Utility Board.

WHEREAS, Foundation submitted a Conservation Program Application to the NRCS to participate in the EQIP.

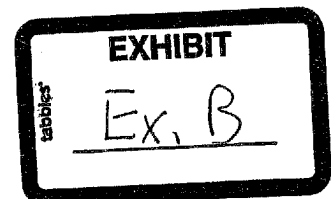
WHEREAS, Foundation owns land legally described as:

The Southwest Quarter (SW ¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa. ("Parcel 1").

WHEREAS, the land owned by Foundation will receive benefits under this program, including, but not necessarily limited to, terraces and tiling.

WHEREAS, Pamela K. Carter Revocable Trust owns land legally described as:

The Northwest Quarter (NW ¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPTING therefrom a parcel of land in the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 32, Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as: Commencing at the Northwest corner of Section 32, in Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence along the North line of said Section on an assumed bearing of N90°00'00" E, 1516.18 feet to the Point of Beginning, thence S00°04'12" W 353.20 feet, thence S89°57'19" E 200.17 feet, thence N00°04'12" E 353.36 feet to the North line of said section, thence N90°00'00" W 200.17 feet to the Point of Beginning, containing 1.623 acres, more or less including public road, and 1.470 acres, more or less excluding public road. ("Parcel 2").



**WHEREAS**, the land owned by Pamela K. Carter Revocable Trust will receive benefits under this program, including, but not necessarily limited to, terraces and tiling.

**WHEREAS**, Wayne K. Carter Revocable Trust owns land legally described as:

The West Half (W1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight West of the 5<sup>th</sup> P.M., Madison County, Iowa;

And

The North Fractional Half of the Northeast Quarter (Nfr1/2NE1/4) and the Northeast Fractional Quarter of the Northwest Quarter (Nfr1/4NW1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, both subject to easements and Public Highway conveyances of record, and excepting therefrom the following: A parcel of land in the North Half of the Northeast Fractional Quarter (N1/2NEfr1/4) of Section Six (6), Township Seventy-five (75) North Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section Six (6), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence along the North line of said Section Six (6) , South 90°00'00" West 1,102.94 feet; thence South 00°00'00", 70.00 feet to the point of beginning. Thence continuing South 00°00'00", 362.37 feet; thence South 90°00'00" West 360.87 feet; thence North 00°00'00", 358.28 feet; thence North 85°23'12" East, 50.82 feet along the South Right of Way line of Highway No. 92; thence north 90°00'00" East 310.21 feet to the point of beginning. Said parcel of land contains 3.000 Acres. ("Parcel 3").

**WHEREAS**, the land owned by Wayne K. Carter Revocable Trust may receive benefits under this program, including, but not necessarily limited to, terraces and tiling.

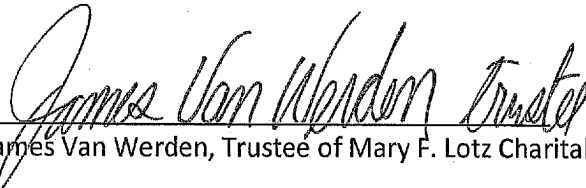
**WHEREAS**, the estimated cost of the project is \$61,197.00. A copy of this estimate is attached, labeled as Exhibit A, and incorporated by reference.

**IT IS THEREFORE AGREED:**

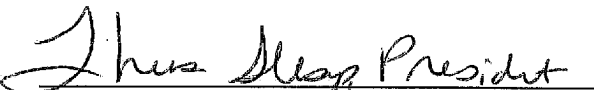
1. Contractor will perform all worked discussed in Exhibit A to the standards required by NRCS and EQIP ("the work").
2. Contractor agrees to do the work for \$61,197.00.
3. Foundation will receive the money from EQIP and will pay Contractor \$61,197.00 from this money for the work.

4. Contractor will wait on payment until Foundation receives these funds from the federal government. Foundation's payment to Contractor is conditioned on Foundation receiving these funds from the federal government.
5. Foundation will perform necessary maintenance to maintain the tiling work constructed by Contractor during the life of the government contract.
6. Foundation or its assigns shall have a permanent easement over Parcel 1, Parcel 2, and Parcel 3 to maintain the tiling work. Said easement shall run with the land described herein. Appropriate documents reflecting this easement will be filed with the Madison County Recorder.
7. Each party has had the opportunity to fully negotiate the terms and modify the draftsmanship of this Agreement. Therefore, this Agreement shall be construed and interpreted with no presumption, inference or rule requiring construction or interpretation of any provision of this Agreement.
8. This Agreement reflects the entire agreement by and between the parties, and any statement, promise or inducement related to the action that is not contained herein shall not be valid or binding.
9. That the parties may separately sign this agreement and release, which signatures may be on separate pages and transmitted electronically.
10. That each party has had a chance to discuss this matter with counsel of their choosing or have affirmatively waived the opportunity to do such.

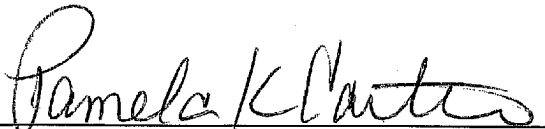
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

  
James Van Werden, Trustee of Mary F. Lotz Charitable Foundation

8/26/2020  
Date

  
Theresa Allsup, President of TDL Construction, Inc.

8/26/20  
Date

  
Pamela K. Carter, Trustee of Pamela K. Carter Revocable Trust

8/26/20  
Date

  
Wayne K. Carter, Trustee of Wayne K. Carter Revocable Trust

8/26/2020  
Date

Mary Lotz Charitable Trust Foundation

West Half of Project

**Estimated Cost**

			County Average Rate			Estimated Cost	
<b>Terraces</b>			\$		=	\$	
3,276 feet	narrow based	@		4.00 per foot	=		13,104.00
<b>Intakes</b>			\$		=	\$	
5 each	6" intake	@		200.00 each	=		1,000.00
1 each	8" intake	@		259.70 each	=		259.70
1 each	10" intake	@		246.70 each	=		246.70
<b>Tile</b>			\$		=	\$	
1,578 feet	8" tile	@		3.30 per foot	=		5,207.40
1,936 feet	10" tile	@		5.00 per foot	=		9,680.00
4,726 feet	12" tile	@		6.50 per foot	=		30,719.00
<b>Outlet</b>			\$		=	\$	
1 each	12" outlet	@		300.00 each	=		300.00
<b>Animal Guard</b>			\$		=	\$	
1 each	12"	@		25.00 each	=		25.00
<b>Seeding</b>			\$		=	\$	
3,276 feet		@		0.20 per foot	=		655.20
<b>Total Estimated Cost</b>						=	\$ 61,197.00

