

**BK: 2020 PG: 4459**  
**Recorded: 11/19/2020 at 8:20:42.0 AM**  
**Pages 3**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.32**  
**Combined Fee: \$20.32**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**WELL EASEMENT AND AGREEMENT**

**Recorder's Cover Sheet**

**Preparer Information:**

Austin Jay Heeren ISBA# AT0014176, 503 N Main St., P.O. Box 128, Goldfield, IA  
50542, (515) 825-3181

**Return Document to:**

Malloy Law Firm, PO Box 128, Goldfield IA 50542

**Send Tax Statement to:**

N/A

**Grantor:**

Crystal J. Miller (f/k/a Crystal J. Schryver),  
as Trustee of the Crystal J. Schryver Trust

**Grantee:**

Marc Caron

**Legal Description:**

See Page 2

## WELL EASEMENT AND AGREEMENT

IT IS AGREED between Crystal J. Miller (f/k/a Crystal J. Schryver) as Trustee of the Crystal J. Schryver Trust (hereinafter "Trust") and Marc Caron (hereinafter "Caron") agree as follows:

WHEREAS, the undersigned are owners of adjoining property in Madison County, Iowa, as follows:

Trust owns the following property:

**A tract of land commencing at a point 29.5 feet East of the West Quarter (1/4) corner of Section fourteen (14), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence continuing East 1,293 feet along the quarter section line, thence South 00 degrees 48' East 673.72 feet, thence South 89 degrees 57' West 1,297.7 feet, thence North 00 degrees 24' West 674.8 feet to the point of beginning, containing 20.0493 acres including 1.6014 acres of county road right-of-way. EXCEPT Parcel "A" located in the Northwest Quarter(1/4) of the Southwest Quarter(1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 3.22 acres, more or less, as shown in Plat of Survey filed in Book 2019, Page 2712 on August 30, 2019, in the Office of the Recorder of Madison County, Iowa.**

Caron is the owner the following property:

**Parcel "A" located in the Northwest Quarter(1/4) of the Southwest Quarter(1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 3.22 acres, more or less, as shown in Plat of Survey filed in Book 2019, Page 2712 on August 30, 2019, in the Office of the Recorder of Madison County, Iowa.**

WHEREAS, A well is situated on the Trust property and supplies water to both properties. The well is adequate to supply water to both properties for their needs.

NOW THEREFORE, in consideration of one Dollar(s), other valuable consideration and of the mutual promises and covenants contained in this Easement and Agreement, the parties agree as follows:

1. Trust hereby grants to Caron a perpetual access to, easement, and use of the well on and across the property described as follows:

**All that part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West 1/4 Corner of said Section 14, thence North 90°00'00" East, along the North line of the NW 1/4 of the SW 1/4 of said Section 14, a distance of 722.60 feet; thence South 01°11'29" West,**

a distance of 91.68 feet to the Point of Beginning; thence North 70°14'36" East, a distance of 43.38 feet; thence North 90°00'00" East, a distance of 6.00 feet; thence South 00°00'00" East, a distance of 12.00 feet; thence North 90°00'00" West, a distance of 6.00 feet; thence South 72°02'19" West, a distance of 43.15 feet; thence North 01°11'29" East, a distance of 10.65 feet to the Point of Beginning, and containing 534 square feet or 0.012 acres of land; more or less.

2. Both parties agree to establish and maintain their own access point to the well. Both parties shall pay for the maintenance and upkeep of their own line to the well.

3. The easement described herein is to and shall run with the land, and shall be for the benefit and use of both parties, their successors, tenants, heirs, executors, administrators, and assigns

- 4. This easement shall terminate upon the following:
  - a) Caron or his successors disconnecting and forgoing use of the well and connecting to a rural water supply instead.
  - b) Joint written agreement of both parties.

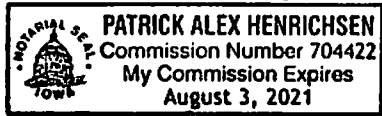
Dated this 13<sup>th</sup> day of November, 2020.

Crystal J. Miller  
Crystal J. Schryver Trust  
By: Crystal J. Miller  
(f/k/a Crystal J. Schryver)

[Signature]  
Marc Caron

STATE OF Ill, COUNTY OF Polk, ss:

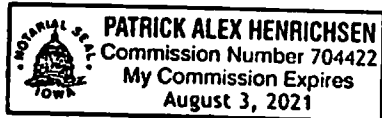
On this 18 day of Nov 2020, before me, the undersigned, a Notary Public in and for said State personally appeared Crystal J. Miller formerly known as Crystal J. Schryver as Trustee of the Crystal J. Schryver Trust known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public in and for Said State

STATE OF Ill, COUNTY OF Polk, ss:

On this 13 day of Nov 2020, before me, the undersigned, a Notary Public in and for said State personally appeared Marc Caron known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public in and for Said State