

**BK: 2021 PG: 237**  
**Recorded: 1/20/2021 at 9:13:25.0 AM**  
**Pages 5**  
**County Recording Fee: \$27.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$30.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**AGREEMENT**

**Preparer Information: David Wetsch, 699 Walnut Street, #1600, Des Moines, IA 50309**  
**(515) 246-4555**

**Return Document to: David L. Wetsch, 699 Walnut Street, Suite 1600, Des Moines, IA**  
**50309**

AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of Jan, 2021, by and between HILSABECK LAND MANAGEMENT, L.L.C., an Iowa limited liability company, of 2904 Hwy 169, Winterset, IA 50273 (hereinafter referred to as "Hilsabeck"), ANDREW McDONALD and KENDRA McDONALD, husband and wife, of 2284 Francesca Avenue, Winterset, IA 50273 (hereinafter collectively referred to as "McDonald"), and STEPHANIE PELLA and GARY SMITH, of 35796 M Lane, Earlham, IA 50072 (hereinafter referred to as "Pella/Smith").

WHEREAS, Hilsabeck is the present owner of the following described parcel in Madison County, Iowa, to-wit:

The Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section One (1), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa; ("Hilsabeck Property")

and

WHEREAS, McDonald is the current owner of the following described parcel in Madison County, Iowa, to-wit:

Parcel "A" in the Southeast Quarter of the Southeast Quarter of Section 1, Township 75 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast Corner of Section 1, Township 75 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 89°59'23" West 1316.61 feet along the South line of the Southeast Quarter of the Southeast Quarter to the Southwest Corner of said Southeast Quarter of the Southeast Quarter which is the centerline of a County Road; thence North 00°33'44" East 612.89 feet along said County Road centerline; thence South 89°23'10" East 1310.67 feet along an existing fence projected to a Point on the East line of the Southeast Quarter of said Section 1; thence South 00°00'00" East 599.05 feet to the Point of Beginning containing 18.274 acres including 0.464 acres of County Road right-of-way; ("McDonald Property")

and

WHEREAS, Pella/Smith have entered into a Purchase Agreement to purchase the Hilsabeck property; and

WHEREAS, the Hilsabeck property is currently burdened with an Easement for a well and water line that was filed December 10, 1999, in Book 142, Page 131 of the Madison County Recorder's Office; and

WHEREAS, said Easement Agreement is a burden on the Hilsabeck property, but is for the benefit of the McDonald property; and

WHEREAS, to induce McDonald to vacate and release said Easement Agreement, Hilsabeck has agreed to perform certain work on the McDonald property as enumerated below. In consideration of such work, McDonald has agreed to terminate and vacate said Easement.

NOW, THEREOFRE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Hilsabeck agrees to clear trees common to the existing pond located on the McDonald property and dredge said existing pond to a maximum depth of 12 feet, recore the broken dam and repair to existing elevation, cut in and grade a new overflow spillway, with such work to be completed by April 1, 2021, with McDonald being responsible to pay for the overflow piping and water line to stock tank, including materials and labor.

*SP*  
*AM*  
*KM*  
*Maicy*  
*Randy*  
*Bornman*

By the full execution of this Agreement by all Parties, McDonald also agrees to execute the vacation and release of Easement Agreement, a copy of which is attached to this instrument and incorporated by this reference.

THIS AGREEMENT constitutes the entire agreement between the Parties.

ANY PARTY to this Agreement shall have the right to enforce this Agreement by a legal proceeding filed in the Madison County District Court, with the prevailing party also entitled to an award of attorney fees if such action is required.

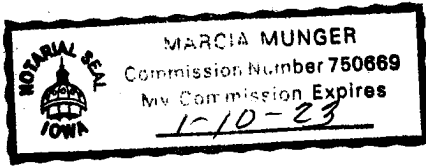
BY THE EXECUTION OF THIS AGREEMENT, Pella/Smith agrees to complete the pending real estate transaction with Hilsabeck.



STATE OF IOWA )

COUNTY OF Polk )  
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This record was acknowledged before me on the 15 day of Jan, 2021, by Andrew McDonald and Kendra McDonald, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Marcia Munger  
NOTARY PUBLIC - STATE OF IOWA

STATE OF IOWA )

COUNTY OF Polk )  
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This record was acknowledged before me on the 19<sup>th</sup> day of January, 2021, by Stephanie Pella and Gary Smith, single individuals, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Rachel Bohnsack  
NOTARY PUBLIC - STATE OF IOWA