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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: Alexandria A. Greim, Mark Gray Law, PLC, 416 SW 3rd Street, Ankeny, IA 50023, 515-964-3633
✓RETURN TO: Alexandria A. Greim, Mark Gray Law, PLC, 416 SW 3rd Street, Ankeny, IA 50023, 515-964-3633

**WATER ACCESS
EASEMENT AGREEMENT**

WHEREAS, this Water Access Easement Agreement (the “Agreement”) is entered into this 22nd day of September, 2022, by and between, **CEG Farms, L.L.C.**, and Iowa limited liability company (“Grantor”), and, **Louetta M. Ewoldsen, a widow and not remarried**, (“Grantee”), as follows:

WITNESSETH:

WHEREAS, Grantor is the record titleholder to the following described real estate:

The North 55 rods of the West 32 rods of the Northwest Quarter (NW ¼), Northeast Quarter (NE ¼) of Section Thirty-Six (36), all in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

consisting of approximately 11.0 Acres.

Hereinafter, the **Grantor Property**;

AND WHEREAS, Grantee, is the owner of the following described real estate:

A tract of land described as follows: Beginning at the North Quarter (1/4) corner of Section Thirty-six (36), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence South 1060.6 feet along the East line of the Northwest Quarter (1/4) of said Section Thirty-six (36), thence North 89°34’ West 1127.3 feet, thence North 11°50’ West 585.9 feet, thence North 28°15’ East 287.0

feet, thence North 89°58' East 829.3 feet, thence North 51°23' East 361.0 feet to the point of beginning, containing 23.3 acres, more or less;

and commonly known as 1511 Limestone Avenue, Winterset, Iowa, and consisting of approximately 23.3 Acres;

Hereinafter, the **Grantee Property**;

AND WHEREAS, Grantor is the owner of a certain water well situated as shown on the attached Exhibit A; that water well has connected to it certain appurtenances, including a water line that runs underneath Limestone Avenue to reach the Grantee Property, also as shown on the attached Exhibit A, with said water connection being located on the Grantor Property and which connection and water line currently provide Grantee Property with water; that Grantee desires that Grantor provide an easement over, across, through and underneath an approximate twenty foot (20') wide strip of land, comprised of ten (10') feet on each side of the currently existing water line and the existing well located on Grantor property, as shown on the attached Exhibit A, (hereinafter, the "**Easement Area**"); and, that Grantor is willing to provide such an easement over the Easement Area.

WHEREAS, the Parties desire to enter into this Agreement to document and reduce to writing their respective rights and obligations pertaining to said water well.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions as hereinafter set forth, the Parties hereto do hereby mutually agree and contract as follows:

1. Grant of Water Access Easement. That Grantee be, and hereby is, granted an easement over, across, through and underneath the Easement Area defined above for purposes of improvements, repairs, replacement and maintenance of the well and water lines located within the Easement Area, together with the rights of ingress and egress. Such easement shall be used to service the residence located upon the Grantee Property.

2. Termination of Easement. This easement shall run with the land. Said easement shall expire and terminate, upon any of the following events:

- a) In the event the current residence located on Grantee Property is torn down or otherwise no longer exists, the easement and this Agreement shall terminate upon filing of an affidavit by either party with the Madison County Recorder's Office;
- b) Upon the mutual agreement of the Parties; or,
- c) Upon the order of any proper authority, including but not limited to, the authority of Madison County, Iowa.

3. Duty of Maintenance. Grantee will be responsible for all costs associated with maintaining the well, appurtenances, water line(s) and water line connection(s) within the Easement Area. The Parties shall comply with all local, state, and federal laws and regulations; and follow all reasonable environmentally friendly practices upon the Easement Area.

Grantor and their successors and assigns, shall not interfere with or cause damage to the connection or water line providing Grantee water. In the event of damage, regardless of intent, the Party causing such damage shall restore such connection or water line in a good and workmanlike manner to ensure the connection and/or water line is returned substantially to its original condition.

4. Binding on Heirs and Assigns. Said easement and covenant for maintenance described above is to and shall run with the land, and shall be for the benefit and use of the grantees herein, their heirs, assigns and successors. This Agreement supersedes all prior easement agreements between the parcels.

5. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender. All singular words shall include the plural and all plural words shall include the singular, as the context may require. This Agreement is entered into under and shall be governed by the laws of the State of Iowa, regardless of whether either or both Parties are then residents or domiciled in this State.

This Agreement is subject to that certain Real Estate Installment Contract and that certain Personal Property Purchase Agreement. Closing on this Agreement is subject to concurrent closing on the Real Estate Installment Contract and the Personal Property Purchase Agreement.

WHEREFORE, the Parties set their marks on the date above first defined.

Dated this 21 day of September, 20 22.

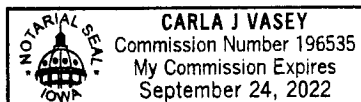
CEG Farms, L.L.C., Grantor

Michael L. Henning
By: Michael L. Henning, Member
Manager

STATE OF IOWA)
) SS.
COUNTY OF Madison)

This record was acknowledged before me on the 21st day of September, 20 22, by Michael L. Henning as Member Manager of CEG Farms, L.L.C.

Carla J. Vasey
Signature of Notary Public



Dated this 21 day of September, 2022.

Sally Jo Thompson POA
Sally Jo Thompson, as Power of Attorney
for Louetta M. Ewoldsen, Grantee

STATE OF IOWA)
) SS.
COUNTY OF POLK)

This record was acknowledged before me on the 21 day of September 20 22, by Sally Jo Thompson, as Power of Attorney for Louetta M. Ewoldsen.

Alexandra Greim
Signature of Notary Public

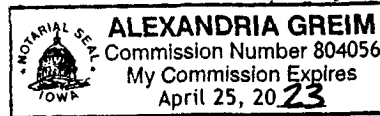
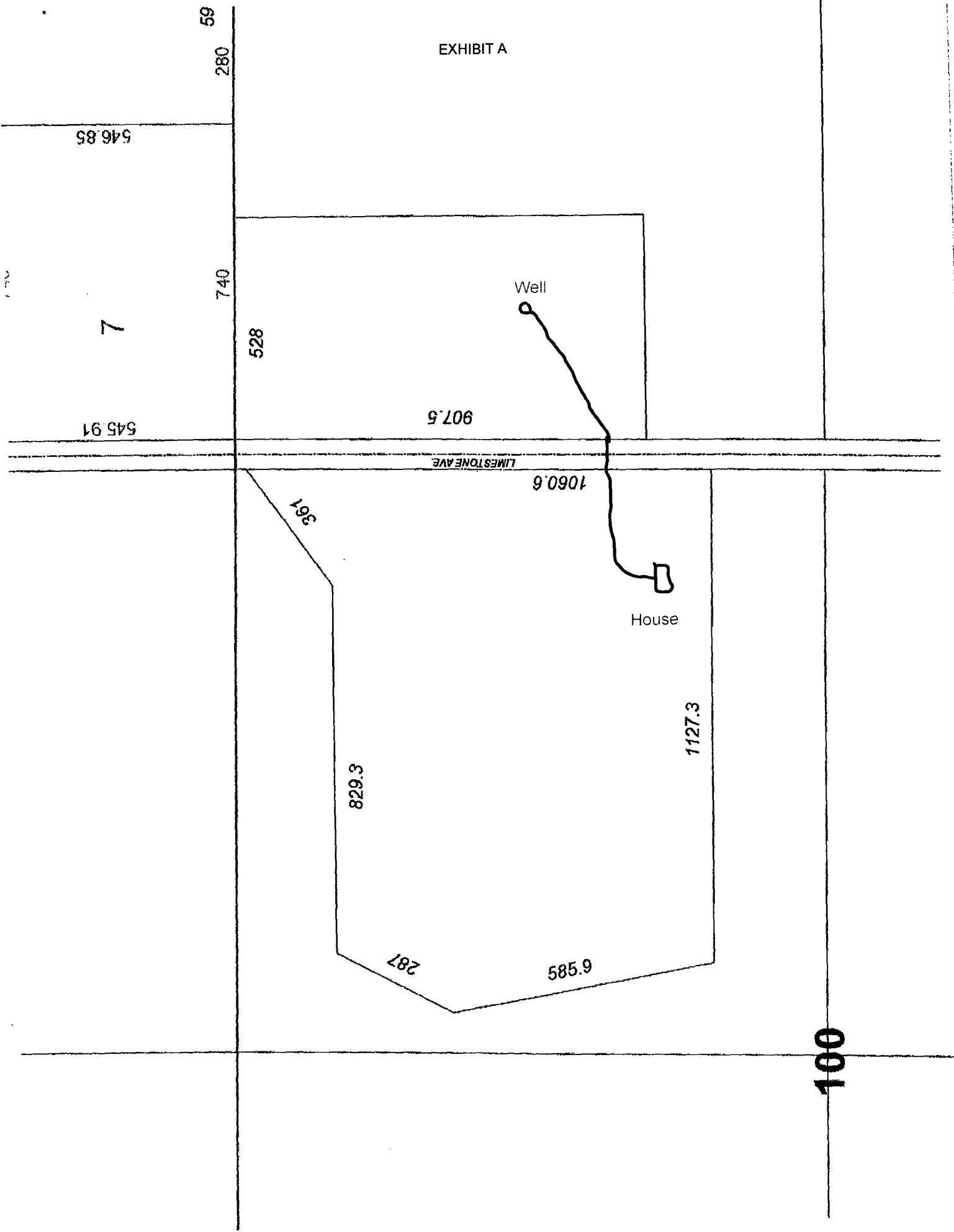


EXHIBIT A



546.85

59
280

7

740

528

907.5

Well

LIMESTONE AVE

1060.6

367

House

1127.3

829.3

287

6585.9

100