

BK: 2022 PG: 3238
Recorded: 11/8/2022 at 10:50:51.0 AM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Return To: Matthew J. Hemphill, 218 S. 9th Street, Adel, IA 50003; Phone: 515-993-1000
Taxpayer: N/A
Preparer: Matthew J. Hemphill, 218 S. 9th Street, Adel, IA 50003; Phone: 515-993-1000

EASEMENT

This agreement is made and entered into this 31 day of October, 2022, by and between Joanne Callison ("Callison") and the Estate of Connie Kay Bailey, by and through the duly appointed co-executors, Lynn Wildin, Julie Wilson, and Alan Utsler ("Estate").

RECITALS

A. Callison owns the following described property located in Madison County, Iowa, described as follows:

The Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-five (35), all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT 5.6 Acres deeded to the State of Iowa as shown in Warranty Deed Recorded July 23, 1974, in Book 104, Page 118 of the Recorder's Office of Madison County, Iowa

AND

The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M.,

AND

Parcel "E" of the West half of the West half of The Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., as shown in a plat of survey dated June 30, 2022 and Recorded July 1, 2022, in Book 2022, Page 1984.

(hereinafter "Callison Property").

B. The Estate owns the following described property located in Madison County, Iowa, described as follows:

The East 100 acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-six (26),

Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT for Parcel "A" in the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

AND

West Half (W½) of the West Half (W½) of the Southwest Quarter (SW¼) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT parcel "E" as shown in a survey dated June 30, 2022 and Recorded July 1, 2022, in Book 2022, Page 1984.

(hereinafter "Estate Property").

C. The Callison Property is to be granted exclusive water access on its property from a well on the Estate Property.

D. Pursuant to a Partition Settlement Agreement between the parties, the Estate agrees to convey a permanent easement for said water access benefitting the Callison Property.

E. The existing well is located on the Estate Property in the Southeast Quarter of Section 26 approximately as follows: 295 feet east of the western border of the Estate Property, then 26 feet north of the fence line on the southern border of the Estate Property and 58 feet north of the center of the existing road (270th Street). The area of the easement shall be a 10 foot wide strip of real estate located in the East 100 acres of the Southeast Quarter (SE ¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa where the presently existing water line is located that services the Callison Property from the referenced water source on the Estate Property and described herein. ("Easement Area").

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, and the mutual covenants detailed herein, the Estate hereby grants and conveys to Callison a permanent easement for access to the water source and for right of access and entry for any necessary maintenance, upkeep, repair and/or replacement over and across the Easement Area.

1. This easement is granted and conveyed by the Estate to Callison for the sole and specific purpose of exclusive water access from the existing water source to the Callison Property.

2. Callison may enter upon the Easement Area for necessary, proper, and reasonable repairs, maintenance, and/or replacement of the water line as necessary. Any costs for said repair, maintenance, or replacement shall be solely the expense of Callison in the future. Callison shall use her best efforts to repair and restore the Easement Area ground to the condition it was in prior to any excavation or other work on the water line.

3. This easement shall be a covenant running with title to the Estate Property and title to the Callison Property and shall be binding upon the parties hereto, upon their heirs, successors, and assigns. However, this easement may be amended or released at any time by mutual agreement of the Estate and Callison, their heirs, successors, and assigns, duly

executed and acknowledged and filed of record in the office of the Madison County, Iowa Recorder.

Dated: 10-31-22

Joanne M. Callison
Joanne M. Callison, Grantor

Lynn Wildin, Co-Executor

Julie Wilson, Co-Executor

Alan Utsler, Co-Executor

This record was acknowledged before me on October 31, 2022, by Joanne M. Callison.



Lauren Palmer
Signature of Notary Public

This record was acknowledged before me on October ____, 2022, by Lynn Wildin, Co-Executor of the Estate of Connie Kay Bailey.

Signature of Notary Public

This record was acknowledged before me on October ____, 2022, by Julie Wilson, Co-Executor of the Estate of Connie Kay Bailey.

Signature of Notary Public

This record was acknowledged before me on October ____, 2022, by Alan Utsler, Co-Executor of the Estate of Connie Kay Bailey.

Signature of Notary Public

executed and acknowledged and filed of record in the office of the Madison County, Iowa Recorder.

Dated: _____.

Joanne M. Callison, Grantor

Lynn D. Wildin
Lynn Wildin, Co-Executor

Julie Wilson
Julie Wilson, Co-Executor

Alan Utsler
Alan Utsler, Co-Executor

This record was acknowledged before me on October 31, 2022, by Joanne M. Callison.



Lauren Palmer
Signature of Notary Public

This record was acknowledged before me on October 31, 2022, by Lynn Wildin, Co-Executor of the Estate of Connie Kay Bailey.



Lauren Palmer
Signature of Notary Public

This record was acknowledged before me on October ____, 2022, by Julie Wilson, Co-Executor of the Estate of Connie Kay Bailey.



Patricia Harrington
Signature of Notary Public

March 15, 2025

This record was acknowledged before me on October 31, 2022, by Alan Utsler, Co-Executor of the Estate of Connie Kay Bailey.



Lauren Palmer
Signature of Notary Public