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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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INGRESS/EGRESS AND WATER LINE INSTALLATION AND ACCESS EASEMENT
AGREEMENT

Recorder's Cover Sheet

Preparer Information: Erin Herbold-Swalwell
5400 University Ave.
West Des Moines, IA 50266
515.226-6538

Taxpayer Information: Not Applicable

Return Address: Kirk Datwyler and Joann F. Datwyler, LE
1690 8TH ST SE, UNIT 310
ALTOONA, IA 50009 USA

Grantor: Joann F. Datwyler, LE
1690 8TH ST SE, UNIT 310
ALTOONA, IA 50009 USA

And

Kirk Datwyler
1946 664TH AVENUE
ALBIA, IA 52531 USA

Grantee: Amanda Van Steenwyk and Seth Van Steenwyk
2827 RUSTIC AVE
PERU, IA 50222 USA

Legal Description: See Page 2

Document or instrument number if applicable:

**INGRESS/EGRESS AND WATER LINE INSTALLATION AND ACCESS
EASEMENT AGREEMENT**

THIS INGRESS/EGRESS AND WATER LINE INSTALLATION AND ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 5 day of may, 2025, by and between Kirk Datwyler and Joann Datwyler ("Grantor") and Amanda Van Steenwyk and Seth Van Steenwyk ("Grantee").

WHEREAS, Grantee is the owner of certain real property (farmland acreage) located in Madison County, Iowa, legally described as:

The North Half of the Southeast Quarter of the Northeast Quarter (N1/2 SE ¼ NE1/4) of Section 2, Township Seventy-Four North, Range 27 West of the 5th P.M. Madison County, Iowa; AND

Parcel "E" being a part of the NE ¼ of the SE ¼ (NE ¼ SE ¼) of Section 2, Township Seventy-Four North, Range 27 West of the 5th P.M., more particularly described in the Plat of Survey recorded August 17, 2022, in Book 2022, Page 2451 in the Office of the Madison County Recorder, subject to blanket easement.

(the "Grantee Property");

Grantor is the owner of real property legally described as:

South Half of the Southeast Quarter of the Northeast Quarter (S1/2 SE1/4 NE1/4) Section 2, Township Seventy-Four North, Range 27 West of the 5th P.M. Madison County, Iowa.

WHEREAS, Grantee recently purchased property described above adjacent from Grantor's property and wishes to utilize an existing water well on Grantee's property described above and must install a water line to access and utilize said water well.

WHEREAS, the parties now wish to enter into this Ingress/Egress and Water Line Access Easement Agreement, granting Amanda Van Steenwyk and Seth Steenwyk and their successors or assigns the right to cross Grantor's Property (as set forth on attached Exhibit A) for the purpose of installation of and maintenance of a water line installed across and upon Grantor's Property abutting Grantee's Property pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** Terms used in the above Recitals are hereby incorporated by this reference.

2. **Easement.** Grantor hereby grants, bargains and conveys unto Grantee and its heirs, successors and assigns, and each of their invitees and guests, a non-exclusive perpetual easement over, across, and on that portion of Grantor's Property necessary or desirable to access the Water Line located on Grantor's Property (the "Easement"). The Easement granted herein shall be for the sole purpose of the purpose of installation of and maintenance of a water line installed that runs through Grantor's Property and supplies water to Grantee's property at Grantee's discretion. Grantee's access shall not interfere with Grantor's use of the property.

3. **Easement Runs With Land.** The Easement granted hereby shall run with the land and shall continue for so long as Grantee has the right to use the water well. The terms hereof shall extend to and be binding upon the respective successors, heirs, administrators, executors, assigns, invitees and guests of the parties hereto.

4. **Limitation of Liability.** The parties agree that no agent or employee of one party is an agent or employee of the other, and that any liability arising from the actions or negligence of an agent or employee of a party hereto shall be such party's sole responsibility, with any party so responsible hereby agreeing to indemnify and hold the non-responsible party, and the non-responsible party's agents, employees, successors, and assigns, harmless from and against any claim, damage or expense (including reasonable attorneys' fees) arising from or related to any accident, injury or death of any person, or damage or destruction of property, arising from or in connection with the responsible party's use of the Easement. Such indemnification shall survive the termination of this Agreement.

5. **Maintenance.** The GRANTEES, their successors and assigns, shall also maintain sole liability for any damage caused by operation of the water line, including any environmental issues and crop damage.

6. **Obstructions Prohibited.** Both Grantor and Grantee covenant that neither Grantor nor Grantee shall obstruct or allow obstructions to be placed on, over or in the Easement that could impede either party's use of the Easement created hereby, except for such conditions that may occur as part of any maintenance or use by Grantee, or its agents, or as otherwise required by any state, federal or local regulatory agency.

7. **Warranties of Grantor.** Grantor does hereby covenant with Grantee, and its heirs, successors and assigns, that Grantor holds the Grantor's Property by virtue of Court Officer Deed and that Grantor has good and lawful authority to sell and convey the easement granted hereby, and that Grantor shall warrant and defend the Easement granted hereby against the lawful claims of all persons.

8. **Waiver.** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.


9. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Iowa.

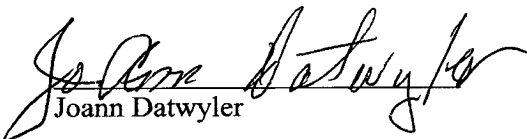
10. **Entire Agreement.** This is the entire agreement of the parties as to the subject matter hereof and supersedes all prior negotiations and agreements. No amendment to this Agreement is valid unless in writing and signed by the parties. If any provision of this Agreement is held invalid the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included herein. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutered gender according to the context. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

WHEREFORE, the parties hereto have executed this Agreement as of the day and year first above written.

Signatures to Follow:

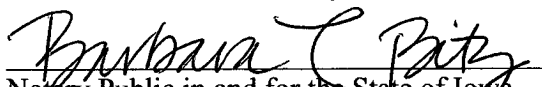
GRANTOR:

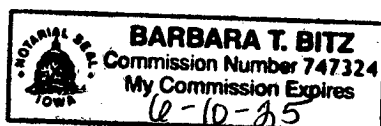

Kirk Datwyler


Joann Datwyler

STATE OF IOWA)
) ss.
COUNTY OF Madison

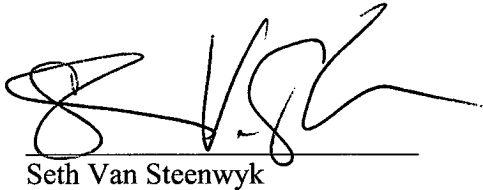
On this 22 day of March, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Kirk Datwyler and Joann Datwyler, as Grantors and Grantees, to me personally known, who, being by me duly sworn, acknowledged the execution of said instrument to be their own voluntary act and deed.


Notary Public in and for the State of Iowa.



GRANTEE:


Amanda Van Steenwyk


Seth Van Steenwyk

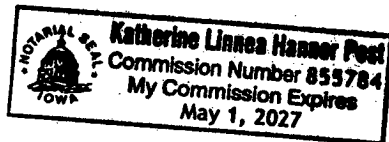
STATE OF IOWA)
)
COUNTY OF Polk)

ss.

On this 5 day of May, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Amanda and Seth Van Steenwyk, as Grantees, to me personally known, who, being by me duly sworn, acknowledged the execution of said instrument to be their own voluntary act and deed.



Notary Public in and for the State of Iowa.



Rustic Ave

Ct

284 SAYS

L 510 FT

H2O Line