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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared by: Anna M. B. Pierce, 12951 University Ave., Ste. 200, Clive, IA 50325 (515)966-5478

Return to: Anna M. B. Pierce, 12951 University Ave., Ste. 200, Clive, IA 50325 (515)966-5478

PRIVATE ACCESS EASEMENT

KNOW TO ALL PERSONS BY THESE PRESENTS that Benjamin J. Waigand (hereinafter collectively referred to as the "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey the easement described in this Access Easement (hereinafter the "Easement") to Doing It Wright, LLC, an Iowa limited liability company ("Grantee").

WHEREAS, Grantor owns legal title to the real property legally described as follows (hereinafter the "Easement Area"), wherein a portion of the well and water system serving the Benefitted Parcel is located:

The Northwest Quarter (1/4) of the Northeast Quarter (1/4); the Southeast (1/4) of the Northeast Quarter (1/4); the North 30 acres of the Northeast Quarter (1/4) of the Southeast Quarter (1/4); of Section Thirty-one (31), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in NW1/4, NE1/4 of Section Thirty-one (31), Seventy-four (74) North, Range Twenty-eight (28) as shown in Plat of Survey recorded in book 2008, Page 1631.

WHEREAS, Grantee owns legal title to the real property legally described as follows (hereinafter the "Benefitted Parcel"):

Parcel "B" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 3.00 acres, as shown in Plat of Survey filed in Book 2008, Page 1631 on May 20, 2008, in the Office of the Recorder of Madison County, Iowa.

WHEREAS, Grantor, as the owner of the Easement Area desires to grant certain easement rights benefiting the Benefitted Parcel and burdening the Easement Area.

NOW, THEREFORE, Grantor hereby grants and conveys to the owners, invitees, agents, licensees, successors and assigns of the Benefitted Parcel an exclusive permanent easement for the maintenance of and access to the well and water system located under, over, through and across the portion of the Easement Area originating from the cistern located on the Southwestern portion of the Benefitted Parcel, extending along the eighteen inch trench line through the Easement Area and ending at the well located next to the pond in the Southeastern portion of the Easement Area. Said easements granted herein shall not interfere with the Grantor's use and enjoyment of their property.

This Easement shall be subject to the following terms and conditions:

1. Use and Purpose of Easement; Right of Access. This Easement shall be granted for the purpose of allowing the Grantee to access the well and water system serving the Benefitted Parcel and to permit and allow the Grantee to enter upon, over, under, through, and across into said Easement Area herein described to forever maintain, repair and test the same whenever necessary. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.
2. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area that would prevent Grantee from access to the well and water system within the Easement Area.
3. Placement of Obstructions, Plantings and Materials Prohibited. Grantor, its successors or assigns, shall not cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area that would prevent Grantee from access to the well and water system within the Easement Area.
4. Maintenance. The owner or occupant of the Easement Area shall not obstruct or impair usage of the owner of the Benefitted Parcel. The owner or occupant of the Benefitted Parcel shall maintain the well and water system located within the Easement Area. The owner(s) of the Easement Area shall reasonably cooperate with the owner(s) of the Benefitted Parcel in a major replacement, repair or maintenance of the Easement Area which may impair usage or obstruct the owner of the Benefitted Parcel but shall not be responsible for any said replacement, repair or maintenance costs, unless the same is due to the negligence or intentional acts or omissions of the owner of the Easement Area. Notwithstanding anything to the contrary, the owner or occupant of the Benefitted Parcel may repair, remove, and maintain the well and water system located within the Easement Area.
5. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on each party's heirs, successors and assigns.
6. Right of Access. The Grantee shall have the right of access to the Easement Area and have all rights of access reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.
7. Hold Harmless. The Grantor agrees to indemnify and hold harmless the Grantee from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor arising out of or in connection with any undertaking arising out of or otherwise related to this Easement. The Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's

fees of any kind for actions or omissions of the Grantee arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

8. Running of Benefits and Burdens. The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, lessees or occupants. All provisions of this instrument including benefits and burdens, run with the land are binding upon and inure to the heirs assigns, successors, tenants and personal representatives of the parties hereto.

9. Jurisdiction and Venue. The Grantee and the Grantor agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Madison County, Iowa.

10. Words and Phrases. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

11. Attorney's Fees. Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

12. Integration. This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

13. Paragraph Headings. The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Grantor does HEREBY COVENANT that (i) Grantor holds the Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 22 day of November, 2024.

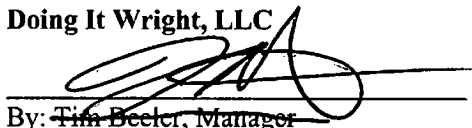
GRANTOR

Benjamin J. Waigand



GRANTEE

Doing It Wright, LLC

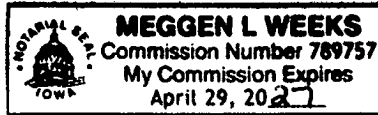


By: Tim Beeler, Manager

JOSEPH WRIGHT, PRESIDENT

STATE OF IOWA)
) SS
COUNTY OF Union)

This record was acknowledged before me on this 22nd day of November 2024
by Benjamin J. Waigand.



Meggen L Weeks
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF Story)

This record was acknowledged before me on this 17 day of DECEMBER 2024
by ~~Tim Beeler, Manager~~ of Doing It Wright, LLC, an Iowa limited liability company.

JOSEPH WRIGHT, PRESIDENT

Zachary Anderson
Notary Public in and for the State of Iowa

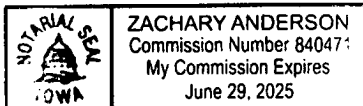


Exhibit "A"

Boundary Retracement Survey