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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

WATER WELL SYSTEM EASEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John E. Casper, 223 East Court Avenue, P.O. Box 67,
Winterset, Iowa 50273-0067
(515) 462-4912

Taxpayer Information: (name and complete address)

B. F. Moyland, Jr. and Carolyn Moyland, 2924 Peru Road, Truro, IA 50257

✓ **Return Document To:** (name and complete address)

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067

Grantors:

RSCP Properties, LLC.

Grantees:

B. F. Moyland, Jr.
Carolyn Moyland

Legal Description: Page Two

Document or instrument number of previously recorded documents: N/A

WATER WELL SYSTEM EASEMENT

KNOW ALL PERSONS BY THIS DECLARATION:

The undersigned owners, RSCP Properties, LLC., hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to B. F. Moyland, Jr. and Carolyn Moyland, husband and wife, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol, replace and remove a water well system including the well head, distribution line(s), equipment and related accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of this water well system, which well system is located at, along, across and under the following described property situated in Madison County, Iowa (the Easement Area), to-wit:

A 16 feet wide Well and Waterline Easement of which the centerline being described as follows:

Commencing at the Southwest corner of Parcel "B"; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds East, 185.43 feet along the West line of said Parcel "B" to the Point of Beginning; thence South 71 degrees 22 minutes 43 seconds West, 393.77 feet to the point of terminus of said easement.

The water well system easement described above is for the benefit of the following described property situated in Madison County, Iowa, to wit:

That part of the North Half of the Northwest Quarter of Section 17, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows:

Commencing at the Northwest corner of said Section 17; thence on an assumed bearing of North 86 degrees 30 minutes 53 seconds East, 1110.91 feet along the North line of said North Half of the Northwest Quarter to the point of beginning; thence North 86 degrees 30 minutes 53 seconds East, 739.28 feet along said North line; thence South 00 degrees 00 minutes 00 seconds East, 782.86 feet; thence South 87 degrees 43 minutes 11 seconds West, 738.49 feet; thence North 00 degrees 00 minutes 00 seconds East, 767.31 feet to the Point of Beginning, having an area of 13.13 acres including 1.30 acres of Madison County Road Easement.

The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the land first described above and has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

The Grantor shall not erect any structure or improvement along, over or within the Easement Area without first obtaining the Grantee's written approval. The planting of trees, shrubs and other

such planting (e.g., flowers) may be placed in the Easement Area but are subject to removal by the Grantee without compensation if removal is required for the well system maintenance, repair or replacement.

The Grantor shall not change the grade, elevation or contour of any part of the Easement Area without the prior, written consent of the Grantee.

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 described above including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

In consideration of such Grant, the Grantee shall cause the Easement Area to be left in a reasonable and workmanlike condition without cost to the Grantor arising from the subsequent reconstruction, repair or replacement of the utility and will either repair or pay for any damage which may be caused to crops, fences or other property of the Grantor by the reconstruction, operation, maintenance, inspection, patrolling or removal or replacement of the utility. However, the Grantee shall not be liable for, or otherwise required to repair damage, if the damage is the result of the Grantor's violation of the terms of this Easement Agreement.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement Agreement.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

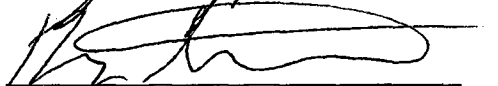
Dated this 16th day of July, 2010.

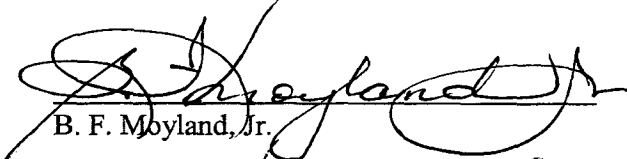
Grantor:

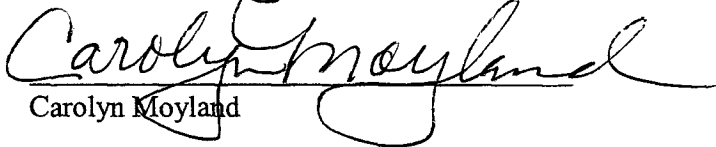
Grantee:

RSCP Properties, LLC


By: Craig Pepper, Member

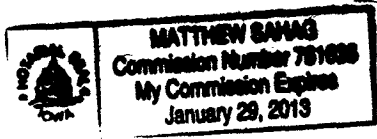

By: Ryan Staudt, Member

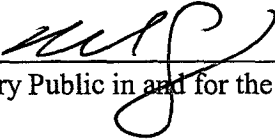

B. F. Moyland, Jr.


Carolyn Moyland

STATE OF IOWA)
) ss
POLK COUNTY)

This instrument was acknowledged before me on July 16, 2010 by B.F. Moyland, Jr. and Carolyn Moyland.





Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
POLK COUNTY)

This instrument was acknowledged before me on July 16, 2010 by Craig Pepper and Ryan Staudt as members of RSCP Properties, LLC.

7/16/2010





Notary Public in the State of Iowa