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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**EASEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

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

**Taxpayer Information:** (name and complete address)

Estate of Forrest Lee Jordan, c/o David Jordan, 3813 Monet Lane, Cincinnati, Ohio 45241

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

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

**Grantor:**

Estate of Forrest Lee Jordan

**Grantees:**

Robert J. Valencia  
Emily C. Valencia

**Legal Description:** See Page 2

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

SEPTIC SYSTEM LATERAL FIELD EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owner, Estate of Forrest Lee Jordan, also known as Lee Jordan, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable consideration, receipt of which is acknowledged, does hereby grant to Robert J. Valencia and Emily C. Valencia, their successors and assigns, hereafter called the Grantees, the perpetual right and easement to use, maintain, operate, repair and replace a septic system lateral field upon, along, under and over the following described property situated in Madison County, Iowa, to-wit:

**Commencing at the Southwest Corner of Parcel "G" which is at the centerline of a county road in the Northwest Quarter of the Southeast Quarter of Section 11, Township 75 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°41'32" East 65.40 feet along the West line of said Parcel "G" to the County Road right-of-way which is the easement Point of Beginning; thence continuing North 00°41'32" East 166.86 feet along said West line of Parcel "G"; thence South 55°43'37" East 92.14 feet to a point on the County Road right-of-way; thence Southwesterly 89.47 feet along a 512.56 foot radius curve concave Southeasterly with a 89.36 foot chord bearing South 35°59'46" West; thence South 30°59'56" West 40.78 feet to the Point of Beginning containing 0.14 acres.**

The Grantor warrants and covenants to the Grantees that the Grantor is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantees may quietly enjoy its estate in the premises.

Grantees are given the right to trim, cut and clear away any trees, limbs and brush located on the above described easement property and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in their judgment such will interfere with the aforesaid use of the premises for a septic system lateral field.

This Grant is for the benefit of the Grantees' real estate legally described as:

**The West 60 acres of the Southeast Quarter (¼) of Section Eleven (11) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except that portion deeded to the State of Iowa for Highway purposes, containing 26.8 acres, more or less, as set out at Book 104, Page 314 recorded October 14, 1974.**

In consideration of such grant, the Grantor, their successors and assigns agree that no buildings or structures or other improvements will be erected upon the easement property; that the

Grantor will not use the easement area in any manner which is inconsistent with the rights granted to the Grantees; that the Grantor will not use the easement area in any manner which causes damage to the Grantees' septic system lateral field. Subject to the foregoing, the Grantees agree not to fence-in the easement area; the Grantees further agree to maintain the easement area; and, to not allow the general public access to the easement area; and, to not change the real estate grade or to otherwise install structures or similar improvements on the easement area; and to not use the easement area for purposes other than the one (1) septic system lateral field serving the principal residence on the Grantees' real estate described above.

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 7 day of April, 2011.

GRANTOR:

GRANTEES:

ESTATE OF FORREST LEE JORDAN

David Jordan  
By: David Jordan, Co-Executor

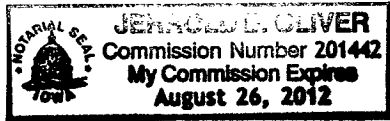
Robert J. Valencia  
Robert J. Valencia

Duane Bush  
By: Duane Bush, Co-Executor

Emily C. Valencia  
Emily C. Valencia

STATE OF IOWA :  
:SS  
MADISON COUNTY :

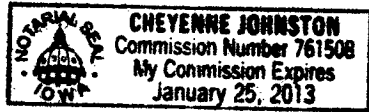
On this 21 day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Valencia and Emily C. Valencia, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Jennifer D. Oliver  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
:SS  
MADISON COUNTY :

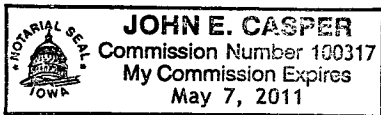
This instrument was acknowledged before me on this 7<sup>th</sup> day of April, 2011, by Duane Bush as Co-Executor of the Estate of Forrest Lee Jordan on behalf of whom instrument was executed.



Cheyenne Johnston  
Notary Public in and for the State of Iowa

STATE OF OHIO :  
:SS  
HAMILTON COUNTY :

This instrument was acknowledged before me on this 22<sup>nd</sup> day of April, 2011, by David Jordan as Co-Executor of the Estate of Forrest Lee Jordan on behalf of whom instrument was executed.



John E. Casper  
Notary Public in and for the State of Ohio