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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: Jerrold B. Oliver, POB 230, Winterset, IA 50273 515/462-3731
✓ Return to: Jerrold B. Oliver, POB 230, Winterset, IA 50273 515/462-371

AGREEMENT FOR RELINQUISHMENT OF EASEMENT

This Agreement made and entered into by and between Edward M. McDaniel and Valerie S. McDaniel, Husband and Wife, "McDaniels", and James R. Penny, "Penny".

WHEREAS, Penny acquired certain real estate from Frank A. Schoenauer, a description of said real estate is attached hereto and marked Exhibit "A", by Warranty Deed dated October 27, 2000, and filed November 1, 2000, in Book 143, Page 200 of the Recorder's Office of Madison County, Iowa.

WHEREAS, McDaniels are the successors in interest to Frank A. Schoenauer and are now the owners of the property served by the Easement described in Exhibit "A" attached hereto.

NOW THEREFORE, it is agreed as follows:

1. McDaniels hereby release all right, title and interest in and to the Easement described on Exhibit "A" attached hereto.
2. Penny hereby releases and discharges McDaniels from any and all claims for any costs, maintenance or replacement of the well and equipment.

Dated this 12th day of AUGUST, 2011.

Edward M. McDaniel

Edward M. McDaniel

Valerie S. McDaniel

Valerie S. McDaniel

James R. Penny

James R. Penny

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 12th day of August, 2011, by Edward M. McDaniel and Valerie S. McDaniel.

Kim Leonard

Notary Public in and for said State of Iowa



STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 12th day of August, 2011, by James R. Penny.

Kim Leonard

Notary Public in and for said State of Iowa



EXHIBIT "A"

Commencing at the Southeast corner of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section Twenty-nine (29), running thence West 24 rods, thence North 21 rods and 3 links, thence East 5 rods and 11 links, thence North 6 rods, thence West 2 rods and 15 links, thence North, 10° West 12 rods and 24 links to a point where a branch running through said tract crosses the North line of the Southeast Quarter (¼) of said Northeast Quarter (¼) of the Northeast Quarter (¼), thence East 23 rods and 11 links, thence South 40 rods to the place of beginning, in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

The Seller reserves for themselves, their successors and assigns a perpetual right and easement of access from Seller's adjoining property to the water well and the well head area on the above described premises. This reserved right further includes the perpetual nonexclusive right to withdraw, transport and use the water from this well system and the perpetual nonexclusive right to use, repair and replace the existing equipment for the withdrawal, use and transport of this water. The Seller, their successor and assign shall have the responsibility at their cost for the maintenance and replacement of the existing well system including the water and electrical systems appurtenant thereto. Neither party warrants to the other the quality or quantity of the water from this well system. These reserved rights shall be a covenant running with the above described premises binding upon the Grantor and the Grantee, their successors and assigns.