



Document 2012 2112

Book 2012 Page 2112 Type 06 001 Pages 4

Date 7/18/2012 Time 10:42 AM

Rec Amt \$22.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

This instrument prepared by and return to:

JOSEPH F. WALLACE, ABENDROTH AND RUSSELL LAW FIRM, 2560 - 73rd Street, Urbandale, Iowa 50322

Phone # (515) 278-0623

Mail tax statements to:

JOSEPH KIMBALL, 1410 Hwy 169, Winterset, Iowa 50273

A&R File #21011-12-JFW

PRIVATE WELL ACCESS EASEMENT AGREEMENT

Legal:

Parcel "A" in the Northeast Quarter of the Northeast Quarter of Section 25, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast corner of Section 25, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 88°54'31" West 240.00 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 25 to the point of Beginning; thence continuing North 88°54'31" West 413.84 feet; thence South 00°15'14" East 332.78 feet; thence North 88°54'31" West 654.90 feet; thence South 00°22'20" West 387.21 feet; thence South 88°54'31" East 1069.54 feet; thence North 00°15'14" West 720.00 feet to Point of Beginning containing 12.664 acres including 1.696 acres of U.S. Highway No. 169 Right-of-Way

AND

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract commencing at a point 778.8 feet West of the Southeast corner thereof, and running thence West 419.6 feet, thence Northwesterly 274.3 feet, along a 540.0-foot radius curve concave Northeasterly and tangent to a line bearing North, 1°06' West, at the end, thence North, 1°06' West 772.9 feet, thence North 88°54' East, 31.8 feet, thence Southeasterly 829.5 feet along a 1860-foot radius curve concave Northeasterly and tangent to a line bearing South 33°53' East, 322.3 feet to the point of beginning, containing 4.78 acres, more or less, AND EXCEPT a parcel of land beginning at the Northwest Corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Section Twenty-five (25) South 88°54'31" East 654.21 feet to the Northeast Corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-five (25); thence South 00°15'14" West 332.78 feet; thence North 88°54'31" West 654.90 feet to the West line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4); thence along said West line North

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00°22'30" East 332.77 feet to the Point of Beginning; said parcel containing 5.000 acres, including 1.080 acres of Highway right-of-way;

AND

The Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty (30), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa;

EXCEPT

Parcel "A" located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 12.664 acres, as shown in the Amended Plat of Survey filed in Book 3, Page 605 on July 10, 2000, in the Office of the Recorder of Madison County, Iowa, EXCEPT that part thereof conveyed for highway purposes; AND Parcel "D" located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-five (25) and in the Fractional Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa, containing 8.379 acres, as shown in Plat of Survey filed in Book 2012, Page 1741 on June 14, 2012, in the Office of the Recorder of Madison County, Iowa.

KNOW ALL PERSONS BY THESE PRESENTS:

That **Gregory R. Hilsabeck** (the "Grantor"), in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant, and convey unto **Joseph Kimball and Amy Kimball** ("Kimball"), a perpetual easement for access, over, under, through, and across the above-described real estate for purposes of allowing Kimball access to, and use of, the well located on the property described above.

WHEREAS, **Gregory R. Hilsabeck** is the record titleholder of the real estate described above;

AND WHEREAS, **Joseph Kimball and Amy Kimball** are the record titleholders of the following-described real estate:

Parcel "A" located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 12.664 acres, as shown in the Amended Plat of Survey filed in Book 3, Page 605 on July 10, 2000, in the Office of the Recorder of Madison County, Iowa, EXCEPT that part thereof conveyed for highway purposes; AND Parcel "D" located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-five (25) and in the Fractional Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa, containing 8.379 acres, as shown in Plat of Survey filed in Book 2012, Page 1741 on June 14, 2012, in the Office of the Recorder of Madison County, Iowa.



Locally known as 1410 Hwy 169, Winterset, Iowa 50273.

AND WHEREAS, the properties of the aforementioned titleholders share a common boundary,

AND WHEREAS the purpose of the subject easement is to allow Kimball access to, and unhindered use of, the well located on Hilsabeck's property. Said well is approximately 160 feet South of the West boundary line of the property owned by Kimball.

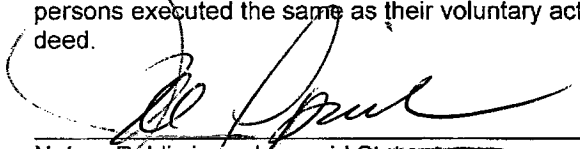
IT IS AGREED that this Easement agreement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED: Grantors shall not erect any structure, building, or fence over or within the Easement Area.
2. CHANGE OF GRADE PROHIBITED: Grantors shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written approval of Kimball, which approval shall not be unreasonably withheld.
3. MAINTENANCE OF EASEMENT: Grantors shall keep and preserve the Easement Area within their property in good repair and condition at all times and shall not plant, nor permit to grow, any trees or other vegetative growth which might reasonably be expected to obstruct or impair Kimball from access to, and use of, the well.

4. **RIGHT OF ACCESS:** Kimball shall have the right of access to the Easement area and shall have rights of ingress and egress reasonably necessary for access to, and use of, the well, including the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
5. **EASEMENT RUNS WITH THE LAND:** This easement is for the benefit of and is an appurtenance to the above-described land, or any portion thereof; shall run with the land; and shall be binding upon both parties, their successors, heirs, assigns, and grantees.

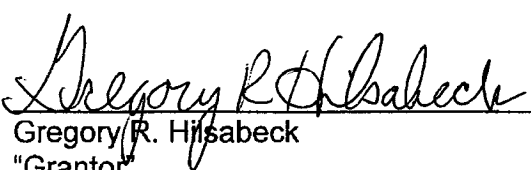
STATE OF IOWA)
)
 COUNTY OF Madison) SS:
)

On this 16th day of July, 2012, before me the undersigned, a Notary Public in and for said State, personally appeared **Gregory R. Hilsabeck, a single person**, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that those persons executed the same as their voluntary act and deed.



 Notary Public in and for said State

Dated: July 16, 2012




 Gregory R. Hilsabeck
 "Grantor"

Notary Seal
 Notary **Joe Spick**
 Seal IA" Commissions No. 185536
 MY COMMISSION EXPIRES
 JULY 10, 2014

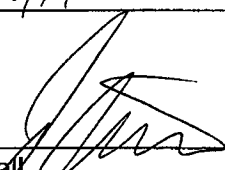
STATE OF IOWA)
)
 COUNTY OF Madison) SS:
)

On this 17th day of July, 2012, before me the undersigned, a Notary Public in and for said State, personally appeared **Joseph Kimball and Amy Kimball, a married couple**, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that those persons executed the same as their voluntary act and deed.

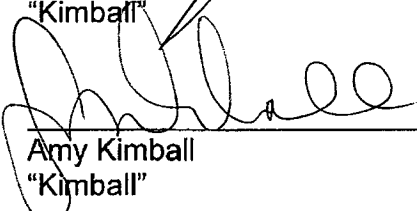


 Notary Public in and for said State


Dated: 7/17, 2012



 Joseph Kimball
 "Kimball"



 Amy Kimball
 "Kimball"

 **DAVID A. KOCH**
 Commission Number 157339
 My Commission Expires
 August 16, 2014