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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

WATER WELL EASEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067
(515) 462-4912

Taxpayer Information: (name and complete address)

Michael T. Jackson and Deborah L. Jackson, 1701 70th Street, Windsor Heights, IA 50324

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

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Rahn G. Savage
Dorian L. Savage

Grantees:

Michael T. Jackson
Deborah L. Jackson

Legal Description: See Page -2-

Document or instrument number if applicable: N/A

WATER WELL SYSTEM EASEMENT

KNOW ALL PERSONS BY THIS DECLARATION:

The undersigned owners, Rahn G. Savage and Dorian L. Savage, hereafter called the Grantors, in consideration of the sum of one dollar and other valuable consideration, receipt of which is acknowledged, do hereby grant to Michael T. Jackson and Deborah L. Jackson, hereafter called the Grantees, the perpetual and exclusive 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 (hereafter referred to as the Easement Area), to-wit:

A 30 feet wide Waterline/Well Easement across that part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, the centerline of which is described as follows:

Commencing at the northeast corner of Parcel A, recorded in Book 2002 Page 5617; thence South 84 degrees 55 minutes 29 seconds West, 243.78 feet along the north line of said Parcel A to the point of beginning; thence North 32 degrees 09 minutes 18 seconds East, 365.12 feet to the terminus of said Easement.

In the event the existing water line is not within the Easement Area described above, the Easement Area shall be deemed to include the existing water line.

The Water Well System Easement described above is for the exclusive benefit of the Grantees' following described property situated in Madison County, Iowa, to wit:

Parcel "A", located in the East 80 acres of the South Half (½) of the South Half (½) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 12.00 acres, as shown in Plat of Survey filed in Book 2002, Page 5617 on November 15, 2002, in the Office of the Recorder of Madison County, Iowa.

The Grantors' real estate which is the subservient estate to the above described Easement area is described as follows:

The South 64 rods of the West 25.87 acres of the South One-fourth (¼) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-six (26), West of the 5th P.M., Madison County, Iowa; AND the South 64 rods of the

East One-fourth (1/4) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M., Madison County, Iowa;

AND

The East Eighty (80) Acres of the South Half (1/2) of the South Half (1/2) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A", located in the East 80 acres of the South Half (1/2) of the South Half (1/2) of said Section Thirty-one (31), containing 12.00 acres, as shown in Plat of Survey filed in Book 2002, Page 5617 on November 15, 2002, in the Office of the Recorder of Madison County, Iowa.

The Grantors warrant and covenant to the Grantees that, subject to liens and encumbrances of record at the date of this Easement, they are the owners of the land first described above and have full right and authority to validly grant this Easement, and the Grantees may quietly enjoy their estate in the premises.

The Grantors shall not erect any structure or improvement along, over or within the Easement Area without first obtaining the Grantees' 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 Grantees without compensation if removal is required for the well system maintenance, repair or replacement.

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

The Grantees 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 Grantees shall cause the Easement Area to be left in a reasonable and workmanlike condition without cost to the Grantors 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 Grantors by the reconstruction, operation, maintenance, inspection, patrolling or removal or replacement of the utility. However, the Grantees

shall not be liable for, or otherwise required to repair damage, if the damage is the result of the Grantors' violation of the terms of this Easement Agreement. The Grantees shall not have the right to Fence-In the Easement Area.

The Grantors covenant 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 27 day of August, 2015

Grantors:

Rahn G. Savage
Rahn G. Savage

Dorian L. Savage
Dorian L. Savage

Grantees:

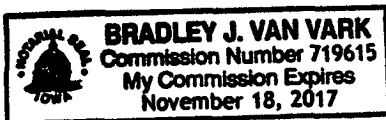
Michael T. Jackson
Michael T. Jackson

Deborah L. Jackson
Deborah L. Jackson

STATE OF IOWA)
) ss
Jasper COUNTY)

On this 27th day of August, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Rahn G. Savage and Dorian L. Savage, 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.

Bradley J. Van Vark
Notary Public in and for the State of Iowa



STATE OF IOWA)
) ss
Madison COUNTY)

On this 12th day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Michael T. Jackson and Deborah L. Jackson, 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.

Ginny Ellingson
Notary Public in and for the State of Iowa

