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Glenn Bartelt ISBA #0000266

Space Above This Line For Recorder

Taxpayer: Mr. and Mrs. Mitchell M. Meyer, 23800 250th Ave., Bellevue, IA 52031

TRUSTEE WARRANTY DEED
(Inter Vivos Trust)

For the consideration of One Dollar and other valuable consideration MILDRED LUCILLE BECK, AS TRUSTEE OF THE MILDRED LUCILLE BECK TRUST UNDER DECLARATION DATED FEBRUARY 14, 1992 (“GRANTOR”) hereby conveys to MITCHELL M. MEYER and ANNIE W. MEYER, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common (“GRANTEES”), the following described real estate in **Jackson County, Iowa:**

Parcel K being part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 86 North, Range 3, East of the 5th P.M., Jackson County, Iowa as shown on Plat of Survey filed December 3, 2018 as Instrument No. 18-4195 in the Office of the Recorder, Jackson County, Iowa. Together with, and subject to, the following Access Easement, Shared Well Agreement and Easement for Provision of Electricity:

Read by MC
Heard by DI

I. Access Easement. Grantor hereby reserves an easement over and across that part of the above-described Parcel K labeled on the Plat of Survey thereof as “Ingress/Egress Easement Area” (hereafter referred to in this Section I Access Easement as “Easement”) on the following terms and conditions:

A. *Parties Benefitted.* The Easement, and its terms and conditions herein set forth, shall be perpetual and shall run with the land. It shall be a non-public easement to be used jointly and in common by the Grantor and Grantees, the heirs, successors and assigns of each, and the agents, employees, lessees, contractors, and invitees of each; and shall be binding upon and inure to the use and benefit of all the aforesaid parties, but not the general public. It shall be for the purpose of ingress and egress between Jackson County 250th Avenue and Grantor’s land adjoining Parcel K (hereafter “Grantor’s Farm”) for pedestrians, vehicles and equipment and for the installation of utilities. References in this Section I Access Easement to “Grantor” or “Grantees” or “party” shall also include their heirs, successors and assigns.

B. *Maintenance.* The Grantor shall be responsible for the actual costs of maintaining the Easement, specifically the cost of periodic graveling and blading the traveled portion of the Easement; provided however, each party shall be responsible for repairing any rutting or damage to the Easement caused by the use of the Easement by that party or anyone else acting for that party or on that party's behalf. Responsibility for clearing snow from the traveled portion of the Easement shall be on the party desiring to use it first after each snowfall. The Grantees shall be responsible for mowing the grassed non-travelled portion of the Easement.

C. *Joint Use.* The easement rights granted herein are not exclusive, and each of the parties may use the Easement contemporaneously or independently as they elect. provided however, that each party's use of the Easement shall not interfere with or impede the full use by the other party hereof.

D. *Fencing and Gates.* The parties agree that no gate shall be placed across the Easterly end of the travelled portion of the Easement, and any gate across the Westerly end of the travelled portion of the Easement shall be at the sole discretion and expense of the Grantor. In the event there are livestock on the Grantor's Farm, the Grantor shall fence such boundaries of Parcel K to restrain such livestock and thereafter maintain such fences, with a gate on the Northerly and/or Westerly boundaries of the Easement for access to Grantor's Farm. In the event there are livestock on Parcel K, the Grantees shall build and thereafter maintain the fence necessary to restrain such livestock. In the absence of livestock, either party may fence all or any portion of the boundaries of Parcel K at that party's sole expense and thereafter solely maintain such fence.

E. *Water Well.* The parties acknowledge that the water well on Parcel K is in the Easement, and the parties agree that Grantor shall take no action in the Easement which will adversely affect the well or the water therefrom.

II. Shared Well Agreement. The parties acknowledge that the water well on Parcel K provides water to livestock pastured on Grantor's land Easterly on Jackson County 250th Avenue (hereafter "Grantor's Pasture"), and the parties desire to continue that arrangement with the Grantor (or Grantor's pasture lease tenant) paying the Grantee reasonable compensation, on the following terms and conditions:

A. *Waterline.* The Grantor shall retain ownership of the buried waterline from the pressure tank on Parcel K running Easterly under the road to Grantor's Pasture, and shall retain an easement on Parcel K for such waterline and reasonable maintenance and replacement thereof. Grantor shall reasonably restore any excavation done on Parcel K required by such maintenance or replacement, and shall reseed grass seed.

B. *Ownership of Water System.* The Grantees shall be sole owners of the well, pump, pressure tank and all appurtenances related to the water system, other than the aforementioned waterline retained by the Grantor; and Grantees shall be solely responsible for all maintenance of well and water system that they own.

C. *Compensation.* The Grantor (or Grantor's pasture lease tenant) shall pay Grantees annually the sum of \$300 due on March 1, 2019 and each March 1 thereafter during the term of

this Section II Shared Well Agreement for the water provided. The amount paid shall be adjusted from time to time as needed to provide reasonable compensation to the Grantees, and the parties agree to negotiate any such adjustment in good faith. If the parties are unable to agree on an adjustment, the matter shall be decided by arbitration, with each party naming one arbitrator knowledgeable about livestock and the two arbitrators agreeing on a third arbitrator, and the decision of a majority of the arbitrators shall be binding on the parties. If the annual compensation is not timely paid, the Grantee may give the Grantor written notice of the delinquency and of a 30-day right to cure, and if not paid within 30 days of delivery of such notice, this Section II Shared Well Agreement shall terminate and the Grantee may cut off provision of water to the Grantor.

D. *Parties Benefitted.* This Section II Shared Well Agreement, and its terms and conditions, shall be perpetual and shall run with the land; provided however, it shall terminate if the existing well fails and needs to be replaced. In such event, the then parties may negotiate a new shared well agreement, and failing such agreement, each party shall drill a new well. Also, this Section II Shared Well Agreement may be cancelled by the Grantor, if the Grantor no longer needs water in the Grantor's Pasture or has an alternate source thereof. This Section II Shared Well Agreement shall be binding upon, and inure of the use and benefit of, the Grantor and Grantees, and their respective heirs, successors and assigns and the lessees of the same. References in this Section II Shared Well Agreement to "Grantor" or "Grantees" shall also include their heirs, successors and assigns.

E. *Warranty.* The Grantees make no warranty about the quality or quantity of the water provided under this Section II Shared Well Agreement, other than to warrant that Grantees shall take no action to lessen the quality or quantity of water provided.

III. Easement for Provision of Electricity. The parties acknowledge that there are two electric lines, one running from the meter pole on Parcel K across Jackson County 250th Avenue to Grantor's Pasture, and the second from the meter pole to the shed on the Grantor's Farm which is Westerly of the Access Easement, and the parties desire to continue that arrangement without separating the electrical service and installing a second meter, with the Grantor paying the Grantee reasonable compensation for the electricity used by Grantor or Grantor's tenants, on the following terms and conditions:

A. The Grantor shall retain ownership of both the above-referred to electric lines, and shall retain an easement on Parcel K for such electric lines and reasonable maintenance and replacement thereof.

B. The Grantees shall be sole owners of the meter pole and electric meter and all appurtenances related to the electric system, other than the aforementioned electric lines retained by the Grantor; and Grantees shall be solely responsible for all maintenance of electric system that they own.

C. The Grantor shall pay Grantees annually the sum of \$300 due on March 1, 2019 and each March 1 thereafter during the term of this Section III Easement for Provision of Electricity for the electricity provided. The amount paid shall be adjusted from time to time to provide reasonable compensation to the Grantees, and the parties agree to negotiate any such

adjustment in good faith. If the parties are unable to agree on an adjustment the matter shall be decided by arbitration, with each party naming one arbitrator knowledgeable about livestock and the two arbitrators agreeing on a third arbitrator, and the decision of a majority of the arbitrators shall be binding on the parties. If the annual compensation is not timely paid, the Grantee may give the Grantor written notice of the delinquency and of a 30-day right to cure, and if not paid within 30 days of delivery of such notice, this Section III Easement for Provision of Electricity shall terminate and the Grantee may cut off provision of electricity to the Grantor.

D. This Section III Easement for Provision of Electricity, and its terms and conditions, shall be perpetual and shall run with the land, provided however, it shall terminate at the Grantor's discretion and written notice delivered to the Grantees. This Section III Easement for Provision of Electricity shall be binding upon, and inure to the use and benefit of, the Grantor and Grantees, and their respective heirs, successors and assigns and the lessees of the same. References in this Section III Easement for Provision of Electricity to "Grantor" or "Grantees" shall also include their heirs, successors and assigns.

The Grantor hereby covenants with Grantees, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

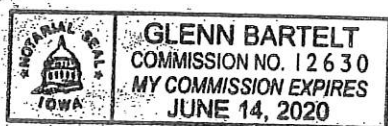
The Grantor further warrants to the Grantees all of the following: That the Trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the Grantor the person creating the Trust was under no disability or infirmity at the time the Trust was created; that the transfer by the Trustee to the Grantees is effective and rightful; and that the Trustee knows of no facts or legal claims which might impair the validity of the Trust or the validity of the transfer.

Dated: December 21, 2018

+ *Mildred Lucille Beck*
MILDRED LUCILLE BECK
As Trustee of the above-entitled Trust

STATE OF IOWA, COUNTY OF JACKSON

This record was acknowledged before me on 21st day of December, 2018 by Mildred Lucille Beck, as Trustee of the above-entitled Trust.



Glenn Bartelt
Signature of Notary Public