

Book 11N Page 2141

Document 2011 2141 Type 02 001 Pages 8  
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NANCY L. BOOTEN, RECORDER  
NORTH LEE COUNTY, IA AT FORT MADISON

Indexed        Scanned         
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Recorders Note: Page 5 not legible

**SEPTIC SYSTEM DISCHARGE EASEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:**

Brian J. Helling, 321 North Third Street, Burlington, (319) 754-6587

**Taxpayer Information:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Return Address:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Grantors:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Grantees:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

Dolores M. Woodhouse  
300 McLean Street  
Iowa City, IA 52246

**Legal Description:** See in following pages

**Document or instrument number if applicable:**

## SEPTIC SYSTEM DISCHARGE EASEMENT

This Agreement is made this 2nd day of Aug., 2011, by and between Farmers & Merchants Bank & Trust as Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010 (hereinafter "Trustee") and Dolores M. Woodhouse, as owners of the legally described property stated in Exhibit A and Farmers & Merchants Bank & Trust as Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010 (hereinafter "Trustee") as owner of the legally described property stated in Exhibit B (collectively referred to as the "parties").

### BACKGROUND

1. Prior to her death on June 27, 2010, Carel R. Rump, Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006, held an 85% undivided interest in the legally described property stated in Exhibit A and her sister, Dolores M. Woodhouse, held a 15% undivided interest in the legally described property stated in Exhibit A.
2. Prior to her death, Carel R. Rump, Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 was the sole owner of the legally described property stated in Exhibit B.
3. Subsequent to her death, Farmers & Merchants Bank & Trust of Burlington, Iowa was appointed Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010.
4. The property described in Exhibit A consists of land used for the purpose of farming and grazing cattle and livestock and the property described in Exhibit B consists of a farmhouse with a septic system.
5. Currently, the septic discharge line is in part or in full located on the property described in Exhibit A.
6. The parties hereto wish to memorialize an agreement allowing the owner of the property described in Exhibit B to enter onto the property described in Exhibit A for the purpose of maintenance and/or installation of the septic discharge line.
7. Attached hereto is a plat prepared by Krebill Engineering Co., Inc. dated October 7, 1983. The legal description stated on the plat is the legal description of the property described in Exhibit B.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereby for themselves, their heirs, executors, administrators, successors, and assigns covenant and agree that an easement for the repair, maintenance, and installation of a septic discharge line for the benefit of the owner of the property described in Exhibit B shall be established for the benefit of the parties and their successors and assigns, and the parties covenant and agree as follows:

1. The owner of the property described in Exhibit A hereby grants use and access to the property for the purpose of inspecting, servicing, maintaining, repair and installing a septic discharge line for the benefit of the property described in Exhibit B.

2. The septic discharge easement shall encumber a portion of the property described in Exhibit A which shall be an area which is thirty (30) feet wide and the centerline of which shall be the current location of the septic discharge line or tile.

3. The parties acknowledge that this easement is granted for the benefit of said land described in Exhibit B and shall run as a covenant with the land.

4. The owner of the property described in Exhibit B as well as his successors in interest, contractors and laborers shall have the right to use and access the property described in Exhibit A for the purpose of inspecting, maintaining, installing, or repairing the septic discharge line.

5. The owner of the property described in Exhibit A shall allow the use of the area surrounding the septic discharge line, and shall allow necessary access of equipment and vehicles to repair, maintain, or install a septic discharge line.

6. The owner of the property described in Exhibit B and his successors in interest shall comply with all regulations for such private sewer systems as may be promulgated by governmental units or agencies having jurisdiction.

7. The owner of the property described in Exhibit B shall be responsible for any damage to the property described in Exhibit A resulting from any repair, maintenance or installation work performed by the owner of the property described in Exhibit B and his successors in interest or his contractors or laborer.

8. The owner of the property described in Exhibit A and their successors in interest shall not commit any act which interferes with, blocks, or anyway damages the private sewer system operation.

9. The parties agree that these covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date above written.

GRANTOR:

  
Kelli Johnson, Trust Officer

GRANTEES:

  
Kelli Johnson, Trust Officer

Farmers & Merchants Bank & Trust, Trustee  
of the Carel R. Rump Revocable Trust dated  
December 4, 2006 and Amended June 9, 2010

Lori Storch

Lori Storch, Trust Officer  
Farmers & Merchants Bank & Trust, Trustee  
of the Carel R. Rump Revocable Trust dated  
December 4, 2006 and Amended June 9, 2010

Farmers & Merchants Bank & Trust,  
Trustee of the Carel R. Rump Revocable  
Trust dated December 4, 2006 and Amended  
June 9, 2010

Lori Storch

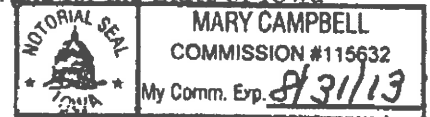
Lori Storch, Trust Officer  
Farmers & Merchants Bank & Trust,  
Trustee of the Carel R. Rump Revocable  
Trust dated December 4, 2006 and Amended  
June 9, 2010

Dolores M. Woodhouse  
Dolores M. Woodhouse

STATE OF IOWA )  
 ) ss  
COUNTY OF DES MOINES )

The instrument was acknowledged before me on this 29<sup>th</sup> day of July, 2011 by  
Kelli Johnson, Trust Officer of Farmers & Merchants Bank & Trust.

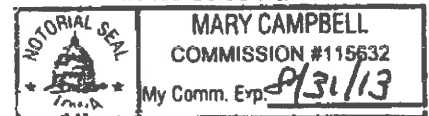
Mary Campbell  
Notary Public in and for the State of Iowa



STATE OF IOWA )  
 ) ss  
COUNTY OF DES MOINES )

The instrument was acknowledged before me on this 29<sup>th</sup> day of July, 2011 by  
Lori Storch, Trust Officer of Farmers & Merchants Bank & Trust.

Mary Campbell  
Notary Public in and for the State of Iowa

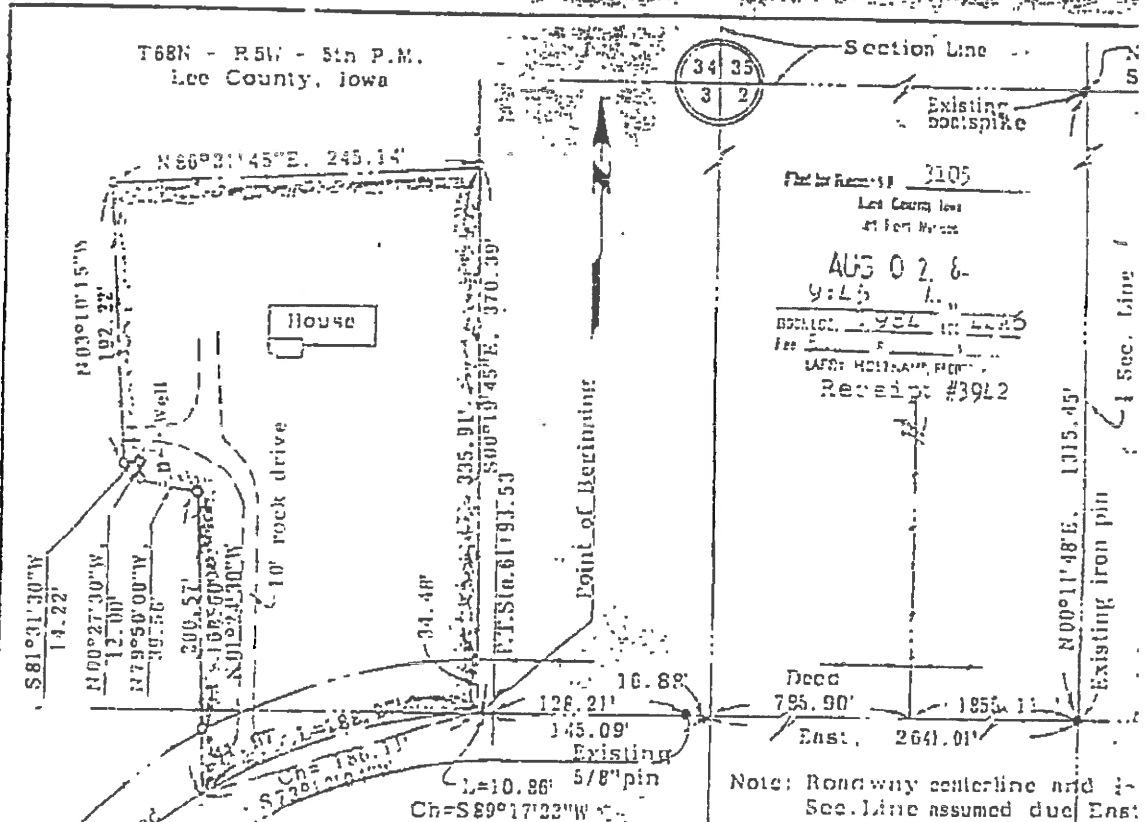


STATE OF IOWA )  
 ) ss  
COUNTY OF Johnson )

The instrument was acknowledged before me on this 2nd day of August, 2011  
by Dolores M. Woodhouse.

Katie Miller  
Notary Public in and for the State of Iowa





Highway Curve Data

$\Delta$	= 81°19' R.
D	= 16°
T	= 307.587'
L	= 508.23'
R	= 358.1'

Note: Roadway centerline and 1/2 Sec. Line assumed due East

- o - Set 1" d x 2" pin
- - Existing pins as noted
- Existing fence lines

References: Misc. Field Book 11  
County Engineer's Office

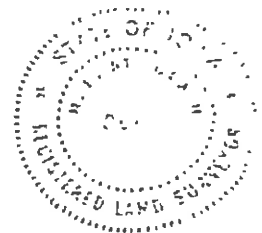
**DESCRIPTION:** An 1.866 acre tract fronting 186.27 ft. on the north side of a county road located in the NE1/4, NE1/4, Section 3, T68N, R5W, 5th P.M., West Point Township, Lee County, Iowa, and described by the following metes and bounds:

Commencing at the SE corner of the NE1/4, NE1/4, said Section 3; thence West, 145.09' with the 1/2 Sec. Line and county road centerline to the point of tangency, Station 61-93 of a roadway curve; thence Southwesterly, 10.86 ft. with the said roadway centerline along a 358.1 ft radius curve concave southwesterly (L.C.Brg. S89°17'23"W, 10.86 ft.) to a fence line extended and point of beginning; thence continuing with the said roadway centerline Southwesterly, 186.27 ft. (L.C.Brg. S73°12'04"W, 186.11 ft.) to a fence line extended; thence with said fence and fence line extended the following metes and bounds: N01°24'30"W, 200.57 ft.; N79°50'00"W, 39.56 ft.; N00°27'30"W, 12.00 ft.; S81°31'30"W, 14.22 ft.; N03°10'15"W, 192.22 ft.; N86°31'45"E, 245.14 ft.; S00°19'45"E, 370.39 ft. to the point of beginning, containing 1.866 acres with the Southernly 32.00 ft. containing 0.143 ac subject to county road right of way.

I hereby certify that this plan, specification, plat, survey of  
 hereon was prepared by me or under my direct personal  
 supervision and that I am a duly registered Land Surveyor  
 in the State of Iowa, Missouri and Illinois

*P. L. Fehske, Jr.* 10/17/83

L S Iowa 8002  
L S MO. 2038  
L S IL 252697



Requested by: P. L. Fehske, Jr.  
 ENA D RUMP ESTATE

PLAT	Part of NE1/4, Section 3,
OF	T68N - R5W - 5th P.M.,
SURVEY	Lee County, Iowa

Date: 10/17/83 Scale: 1"=100' No. 5075-1

LEE COUNTY  
 ABSTRACT CO.  
 617-7TH STREET  
 PHONE 319-572-1552  
 FORT MADISON  
 IOWA 52627

KREBILL ENGINEERING CO., INC.  
 LAND SURVEYORS & CONSULTING ENGINEERS  
 Tel (319) 524-2883 KEOKUK, IOWA 52632

Sum RIS Emc PMS Cd. GLM APP RLS

EXHIBIT A

THE SOUTHEAST QUARTER, SECTION 34, CONTAINING 160 ACRES; ALSO, THE SOUTHWEST PART OF THE SOUTHWEST QUARTER SECTION 35, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, RUNNING THENCE EAST 47.63 RODS, THENCE NORTH 34 RODS, THENCE WEST 14.63 RODS, THENCE NORTH 126 RODS TO THE HALF SECTION LINE, THENCE WEST 33 RODS TO THE WEST LINE OF SAID SECTION, THENCE SOUTH ON SAID LINE 160 RODS TO THE PLACE OF BEGINNING, CONTAINING 36.1 ACRES, MORE OR LESS, ALL THE ABOVE DESCRIBED LAND BEING IN TOWNSHIP 69 NORTH, RANGE 5 WEST; ALSO, THE FOLLOWING DESCRIBED LAND, SITUATED IN TOWNSHIP 68 NORTH, RANGE 5 WEST 23.82 ACRES OFF THE WEST END OF THE NORTH HALF OF THE NORTHWEST QUARTER, SECTION 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE EAST 47.63 RODS; THENCE SOUTH 80 RODS, THENCE WEST 47.63 RODS; THENCE NORTH 80 RODS, TO THE PLACE OF BEGINNING; ALSO, THE NORTHEAST QUARTER, SECTION 3, EXCEPT 15.96 ACRES IN THE SOUTHEAST CORNER OF SAID QUARTER SECTION, CONVEYED BY JOHN SCHROEDER AND CATHARINE SCHROEDER, HIS WIFE, TO ARTHUR MCCABE, OF DATE JANUARY 28, 1896, AND FILED FOR RECORD MARCH 14, 1896, CONTAINING 144.04 ACRES, MORE OR LESS; ALSO 11.48 ACRES IN THE NORTHWEST PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER IN SECTION 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 401½ FEET SOUTH OF THE MIDDLE OF SECTION 3, RUNNING THENCE NORTH ON SAID MIDDLE SECTION LINE 401½ FEET TO THE CENTER OF SAID SECTION 3, THENCE RUNNING EAST ON MIDDLE SECTION LINE ABOUT 121 RODS TO THE WEST POINT AND DENMARK ROAD, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE MIDDLE OF SAID WEST POINT AND DENMARK ROAD TO A POINT NEAR THE WEST POINT AND FORT MADISON PRAIRIE ROAD, THENCE IN A NORTHWESTERLY DIRECTION ABOUT 350 FEET TO THE PLACE OF BEGINNING; ALSO 14.27 ACRES, MORE OR LESS, OUT OF THE NORTHEAST PART OF THE NORTHWEST QUARTER, SAID SECTION 3, DESCRIBED AS FOLLOWS: COMMENCING 11.51 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, RUNNING THENCE NORTH 24° WEST, 16.82 CHAINS, THENCE NORTH 13.08 CHAINS TO THE NORTH LINE OF SAID SECTION 3, THENCE EAST ON SAID SECTION LINE TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER, SAID SECTION 3, THENCE SOUTH ON

THE WEST LINE OF SAID QUARTER SECTION TO PLACE OF BEGINNING, CONTAINING IN ALL 389.20 ACRES, MORE OR LESS, EXCEPT AS FOLLOWS: ALL THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 34, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 35, ALL IN TOWNSHIP 69 NORTH, RANGE 5 WEST, OF THE 5<sup>TH</sup> P.M., MORE PARTICULARLY DESCRIBED IN TWO TRACTS: (1) COMMENCING AT THE CENTER OF SECTION 34, TOWNSHIP 69 NORTH, RANGE 5 WEST, RUNNING THENCE SOUTH ON AN AGREED LINE 2494.5 FEET, THENCE EAST 1628.8 FEET, THENCE NORTH 2494.7 FEET, TO THE EAST AND WEST CENTER LINE OF SECTION 34; THENCE WEST 1608.9 FEET TO THE PLACE OF BEGINNING, CENTER OF SECTION 34, AND CONTAINING 92.707 ACRES; (2) ALSO A TRACT COMMENCING AT A POINT 1608.9 FEET EAST OF THE CENTER OF SECTION 34, TOWNSHIP 69 NORTH, RANGE 5 WEST, THENCE EAST ON THE EAST AND WEST CENTER LINE OF SECTIONS 34 AND 35, 1571.5 FEET, THENCE SOUTH 1309 FEET, THENCE WEST 1576.1 FEET, THENCE NORTH 1309.2 FEET, TO THE PLACE OF BEGINNING, CONTAINING 47.292 ACRES; AND CONTAINING IN ALL 140 ACRES, MORE OR LESS.

EXCEPTING THEREFROM

AN 1.866 ACRE TRACT FRONTING 188.27 FEET ON THE NORTH SIDE OF A COUNTY ROAD LOCATED IN THE NORTHEAST QUARTER, NORTHEAST QUARTER (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ), SECTION THREE (3), TOWNSHIP SIXTY-EIGHT (68) NORTH, RANGE FIVE (5) WEST, 5<sup>TH</sup> P.M., WEST POINT TOWNSHIP, LEE COUNTY, IOWA, AND DESCRIBED BY THE FOLLOWING METES AND BOUNDS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER, NORTHEAST QUARTER, SAID SECTION 3; THENCE WEST, 145.09 FEET WITH THE  $\frac{1}{4}$ - $\frac{1}{4}$  SECTION LINE AND COUNTY ROAD CENTERLINE TO THE POINT OF TANGENCY, STATION 61+93.53, OF A ROADWAY CURVE; THENCE SOUTHWESTERLY, 10.86 FEET WITH THE SAID ROADWAY CENTERLINE ALONG A 358.1 FEET RADIUS CURVE CONCAVE SOUTHWESTERLY (L.C. BRG. S 89° 17' 23" W, 10.86 FT.) TO A FENCE LINE EXTENDED AND POINT OF BEGINNING; THENCE CONTINUING WITH THE SAID ROADWAY CENTERLINE SOUTHWESTERLY, 188.27 FT. (L.C. BRG. S 73° 12' 04" W, 186.11 FT.) TO A FENCE LINE EXTENDED; THENCE WITH SAID FENCE AND FENCE LINE EXTENDED THE FOLLOWING METES AND BOUNDS: N 01° 24' 30" W, 200.57 FT.; N 79° 50' 00" W, 39.56 FT.; N 00° 27' 30" W, 12.00 FT.; S 81° 31' 30" W, 14.22 FT.; N 03° 10' 15" W, 192.22 FT.; N 86° 31' 45" E, 245.14 FT.; S 00° 19' 45" E, 370.39 FT. TO THE POINT OF BEGINNING, CONTAINING 1.866 ACRES WITH THE SOUTHERLY 33.00 FT. CONTAINING 0.143 ACRES SUBJECT TO COUNTY ROAD RIGHT OF WAY.

EXHIBIT B

AN 1.866 ACRE TRACT FRONTING 188.27 FEET ON THE NORTH SIDE OF A COUNTY ROAD LOCATED IN THE NORTHEAST QUARTER, NORTHEAST QUARTER (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ), SECTION THREE (3), TOWNSHIP SIXTY-EIGHT (68) NORTH, RANGE FIVE (5) WEST, 5<sup>TH</sup> P.M., WEST POINT TOWNSHIP, LEE COUNTY, IOWA, AND DESCRIBED BY THE FOLLOWING METES AND BOUNDS:  
COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER, NORTHEAST QUARTER, SAID SECTION 3; THENCE WEST, 145.09 FEET WITH THE  $\frac{1}{4}$ - $\frac{1}{4}$  SECTION LINE AND COUNTY ROAD CENTERLINE TO THE POINT OF TANGENCY, STATION 61+93.53, OF A ROADWAY CURVE; THENCE SOUTHWESTERLY, 10.86 FEET WITH THE SAID ROADWAY CENTERLINE ALONG A 358.1 FEET RADIUS CURVE CONCAVE SOUTHWESTERLY (L.C. BRG. S 89° 17' 23" W, 10.86 FT.) TO A FENCE LINE EXTENDED AND POINT OF BEGINNING; THENCE CONTINUING WITH THE SAID ROADWAY CENTERLINE SOUTHWESTERLY, 188.27 FT. (L.C. BRG. S 73° 12' 04" W, 186.11 FT.) TO A FENCE LINE EXTENDED; THENCE WITH SAID FENCE AND FENCE LINE EXTENDED THE FOLLOWING METES AND BOUNDS: N 01° 24' 30" W, 200.57 FT.; N 79° 50' 00" W, 39.56 FT.; N 00° 27' 30" W, 12.00 FT.; S 81° 31' 30" W, 14.22 FT.; N 03° 10' 15" W, 192.22 FT.; N 86° 31' 45" E, 245.14 FT.; S 00° 19' 45" E, 370.39 FT. TO THE POINT OF BEGINNING, CONTAINING 1.866 ACRES WITH THE SOUTHERLY 33.00 FT. CONTAINING 0.143 ACRES SUBJECT TO COUNTY ROAD RIGHT OF WAY.



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NANCY L. BOOTEN, RECORDER  
NORTH LEE COUNTY, IA AT FORT MADISON

Indexed  Scanned   
Index Check  Scan Check   
Rec Int. C  Rk  Notes A

Recorder's Note: Attached plat is of poor quality.

**DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT**  
Recorder's Cover Sheet

**Preparer Information:**

Brian J. Helling, 321 North Third Street, Burlington, (319) 754-6587

**Taxpayer Information:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Return Address:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Grantors:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Grantees:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

Dolores M. Woodhouse  
300 McLean Street  
Iowa City, IA 52246

**Legal Description:** See in following pages

**Document or instrument number if applicable:**

## EASEMENT AND MAINTENANCE AGREEMENT

This Agreement is made this 1st day of Aug., 2011, by and between, Farmers & Merchants Bank & Trust as Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010 (hereinafter "Trustee") and Dolores M. Woodhouse, as owners of the legally described property stated in Exhibit A and Farmers & Merchants Bank & Trust as Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010 (hereinafter "Trustee") as owner of the legally described property stated in Exhibit B (collectively referred to as the "parties").

### BACKGROUND

1. Prior to her death on June 27, 2010, Carel R. Rump, Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006, held an 85% undivided interest in the legally described property stated in Exhibit A and her sister, Dolores M. Woodhouse, held a 15% undivided interest in the legally described property stated in Exhibit A.

2. Prior to her death, Carel R. Rump, Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 was the sole owner of the legally described property stated in Exhibit B.

3. Subsequent to her death, Farmers & Merchants Bank & Trust of Burlington, Iowa was appointed Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010.

4. Outbuildings are located on the property described in Exhibit A and the property described in Exhibit B consists of a farmhouse.

5. In order to use the outbuildings described in Exhibit A an easement through the property described in Exhibit B must be granted.

6. A gravel easement has existed over the property described in Exhibit B for the purpose of service of the property described in Exhibit A for many years.

7. The parties hereto wish to memorialize an easement that runs with the land to facilitate access to the outbuildings on the property described in Exhibit A and to increase the marketability of the property described in Exhibit B.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereby for themselves, their heirs, executors, administrators, and assigns covenant and agree that a perpetual easement shall be established for the benefit of each party and their successors and assigns across the property described in Exhibit B, and the parties covenant and agree as follows:

1. Attached to this Agreement is a plat prepared by Krebill Engineering Co., Inc. dated October 7, 1983 and the legal description stated on the plat is the legal description of the property described in Exhibit B.

2. The attached plat is recorded in the Lee County Recorder's Office at Cabinet A, Slide 163.

3. As part of the plat an illustration of a 10' rock drive was made.

4. The center of the 10' rock drive illustrated in the plat is the center line of the easement.

5. The parties agree easement's purpose is to allow the owner of the property described in Exhibit A and his or her tenant reasonable access to the outbuildings located on the property described in Exhibit A.

6. The owner of the property described in Exhibit B hereby acknowledges that the owner of the property described in Exhibit A and his or her tenant will drive farm equipment on the easement which may have a width greater than 10'.

7. The parties agree that the owner of the property legally described in Exhibit A shall be responsible for the maintenance and cost associated with the easement.

8. This Agreement shall be binding upon the parties and their successors and assigns and shall be a permanent easement for the benefit of both parties and their successors and assigns. This Agreement shall not be modified in any manner without the prior written consent of the parties and/or their successors and assigns.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date above written.

GRANTOR:



Kelli Johnson, Trust Officer  
Farmers & Merchants Bank & Trust, Trustee  
of the Carel R. Rump Revocable Trust dated  
December 4, 2006 and Amended June 9, 2010



Lori Storch, Trust Officer  
Farmers & Merchants Bank & Trust, Trustee  
of the Carel R. Rump Revocable Trust dated

GRANTEES:



Kelli Johnson, Trust Officer  
Farmers & Merchants Bank & Trust,  
Trustee of the Carel R. Rump Revocable  
Trust dated December 4, 2006 and Amended  
June 9, 2010



Lori Storch, Trust Officer  
Farmers & Merchants Bank & Trust,  
Trustee of the Carel R. Rump Revocable

December 4, 2006 and Amended June 9, 2010

Trust dated December 4, 2006 and Amended June 9, 2010

Dolores M. Woodhouse  
Dolores M. Woodhouse

STATE OF IOWA )  
 ) ss  
COUNTY OF DES MOINES )

The instrument was acknowledged before me on this 22nd day of July, 2011 by Kelli Johnson, Trust Officer of Farmers & Merchants Bank & Trust.

Sara J. Gahn  
Notary Public in and for the State of Iowa

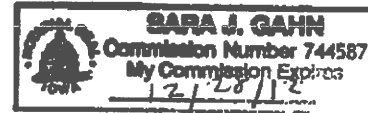
STATE OF IOWA )  
 ) ss  
COUNTY OF DES MOINES )



The instrument was acknowledged before me on this 22nd day of July, 2011 by Lori Storch, Trust Officer of Farmers & Merchants Bank & Trust.

Sara J. Gahn  
Notary Public in and for the State of Iowa

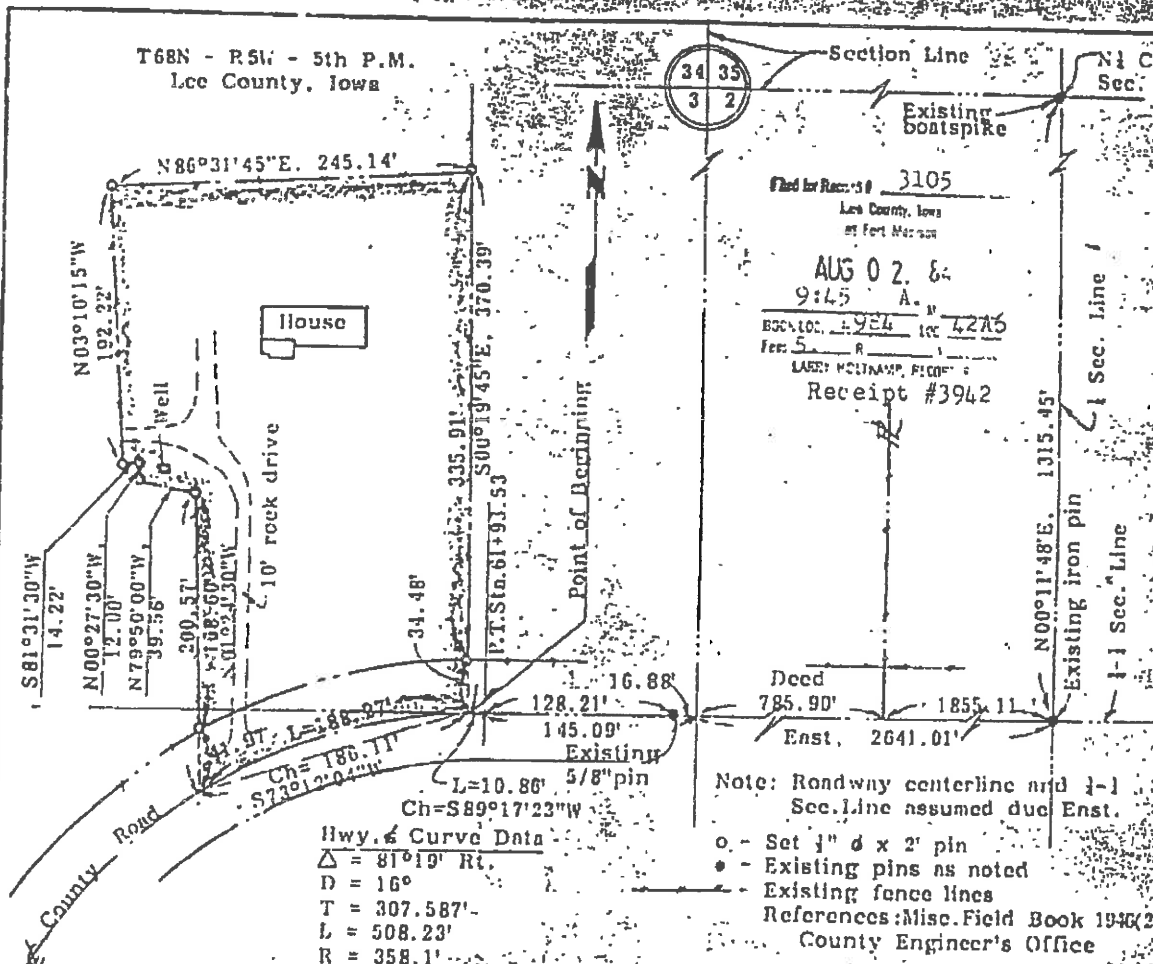
STATE OF IOWA )  
 ) ss  
COUNTY OF Johnson )



The instrument was acknowledged before me on this 1st day of August, 2011 by Dolores M. Woodhouse.

Katie Miller  
Notary Public in and for the State of Iowa

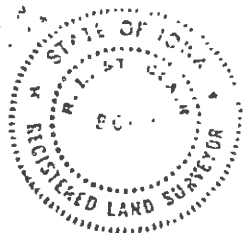




**DESCRIPTION:** An 1.866 acre tract fronting 188.27 ft. on the north side of a county road, located in the NE1, NE1, Section 3, T68N, R5W, 5th P.M., West Point Township, Lee County Iowa, and described by the following metes and bounds:  
Commencing at the SE corner of the NE1, NE1, said Section 3; thence West, 145.09 ft. with the 1-1 Sec. Line and county road centerline to the point of tangency, Station 61+93.53, of a roadway curve; thence Southwesterly, 10.86 ft. with the said roadway centerline along a 358.1 ft. radius curve concave southwesterly (L.C.Brg. S89°17'23"W, 10.86 ft.) to a fence line extended and point of beginning; thence continuing with the said roadway centerline Southwesterly, 188.27 ft. (L.C.Brg. S73°12'04"W, 186.11 ft.) to a fence line extended; thence with said fence and fence line extended the following metes and bounds: N01°24'30"W, 200.57 ft.; N79°50'00"W, 39.56 ft.; N00°27'30"W, 12.00 ft.; S81°31'30"W, 14.22 ft.; N03°10'15"W, 192.22 ft.; N86°31'45"E, 245.14 ft.; S00°19'45"E, 370.39 ft. to the point of beginning, containing 1.866 acres with the Southerly 33.00 ft. containing 0.143 acre, subject to county road right of way.

I hereby certify that this plan, specification, plat, survey or report was prepared by me or under my direct personal supervision and I am a duly registered land surveyor in the State of Iowa, Missouri and Illinois.

*R. L. St. Clair* 10/7/1983  
R. L. St. Clair, 15 Iowa 8662  
L. S. M.O. 2038  
L. S. P.L. 35-2597



Requested by: R.L. Fehske, Jr.  
ENA D. RUMP ESTATE

PLAT: Part of NE1, Section 3,  
OF: T68N - R5W, - 5th P.M.  
SURVEY Lee County, Iowa

Date: 10/7/83 Scale: 1"=100' No. 5075-1 Rev.

**KREBILL ENGINEERING CO., INC.**  
LAND SURVEYORS & CONSULTING ENGINEERS  
Tel. (319) 524-2883 KEOKUK, IOWA 52632

Surv. RLS Drawn PMB Cld. GUM Appr. RLS

LEE COUNTY  
ABSTRACT CO.  
617-7TH STREET  
PHONE 319-372-1582  
FORT MADISON,  
IOWA 52627

EXHIBIT A

THE SOUTHEAST QUARTER, SECTION 34, CONTAINING 160 ACRES; ALSO, THE SOUTHWEST PART OF THE SOUTHWEST QUARTER SECTION 35, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, RUNNING THENCE EAST 47.63 RODS, THENCE NORTH 34 RODS, THENCE WEST 14.63 RODS, THENCE NORTH 126 RODS TO THE HALF SECTION LINE, THENCE WEST 33 RODS TO THE WEST LINE OF SAID SECTION, THENCE SOUTH ON SAID LINE 160 RODS TO THE PLACE OF BEGINNING, CONTAINING 36.1 ACRES, MORE OR LESS, ALL THE ABOVE DESCRIBED LAND BEING IN TOWNSHIP 69 NORTH, RANGE 5 WEST; ALSO, THE FOLLOWING DESCRIBED LAND, SITUATED IN TOWNSHIP 68 NORTH, RANGE 5 WEST 23.82 ACRES OFF THE WEST END OF THE NORTH HALF OF THE NORTHWEST QUARTER, SECTION 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE EAST 47.63 RODS; THENCE SOUTH 80 RODS, THENCE WEST 47.63 RODS; THENCE NORTH 80 RODS, TO THE PLACE OF BEGINNING; ALSO, THE NORTHEAST QUARTER, SECTION 3, EXCEPT 15.96 ACRES IN THE SOUTHEAST CORNER OF SAID QUARTER SECTION, CONVEYED BY JOHN SCHROEDER AND CATHARINE SCHROEDER, HIS WIFE, TO ARTHUR MCCABE, OF DATE JANUARY 28, 1896, AND FILED FOR RECORD MARCH 14, 1896, CONTAINING 144.04 ACRES, MORE OR LESS; ALSO 11.48 ACRES IN THE NORTHWEST PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER IN SECTION 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 401½ FEET SOUTH OF THE MIDDLE OF SECTION 3, RUNNING THENCE NORTH ON SAID MIDDLE SECTION LINE 401½ FEET TO THE CENTER OF SAID SECTION 3, THENCE RUNNING EAST ON MIDDLE SECTION LINE ABOUT 121 RODS TO THE WEST POINT AND DENMARK ROAD, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE MIDDLE OF SAID WEST POINT AND DENMARK ROAD TO A POINT NEAR THE WEST POINT AND FORT MADISON PRAIRIE ROAD, THENCE IN A NORTHWESTERLY DIRECTION ABOUT 350 FEET TO THE PLACE OF BEGINNING; ALSO 14.27 ACRES, MORE OR LESS, OUT OF THE NORTHEAST PART OF THE NORTHWEST QUARTER, SAID SECTION 3, DESCRIBED AS FOLLOWS: COMMENCING 11.51 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, RUNNING THENCE NORTH 24° WEST, 16.82 CHAINS, THENCE NORTH 13.08 CHAINS TO THE NORTH LINE OF SAID SECTION 3, THENCE EAST ON SAID SECTION LINE TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER, SAID SECTION 3, THENCE SOUTH ON

THE WEST LINE OF SAID QUARTER SECTION TO PLACE OF BEGINNING, CONTAINING IN ALL 389.20 ACRES, MORE OR LESS, EXCEPT AS FOLLOWS: ALL THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 34, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 35, ALL IN TOWNSHIP 69 NORTH, RANGE 5 WEST, OF THE 5<sup>TH</sup> P.M., MORE PARTICULARLY DESCRIBED IN TWO TRACTS: (1) COMMENCING AT THE CENTER OF SECTION 34, TOWNSHIP 69 NORTH, RANGE 5 WEST, RUNNING THENCE SOUTH ON AN AGREED LINE 2494.5 FEET, THENCE EAST 1628.8 FEET, THENCE NORTH 2494.7 FEET, TO THE EAST AND WEST CENTER LINE OF SECTION 34; THENCE WEST 1608.9 FEET TO THE PLACE OF BEGINNING, CENTER OF SECTION 34, AND CONTAINING 92.707 ACRES; (2) ALSO A TRACT COMMENCING AT A POINT 1608.9 FEET EAST OF THE CENTER OF SECTION 34, TOWNSHIP 69 NORTH, RANGE 5 WEST, THENCE EAST ON THE EAST AND WEST CENTER LINE OF SECTIONS 34 AND 35, 1571.5 FEET, THENCE SOUTH 1309 FEET, THENCE WEST 1576.1 FEET, THENCE NORTH 1309.2 FEET, TO THE PLACE OF BEGINNING, CONTAINING 47.292 ACRES; AND CONTAINING IN ALL 140 ACRES, MORE OR LESS.

EXCEPTING THEREFROM

AN 1.866 ACRE TRACT FRONTING 188.27 FEET ON THE NORTH SIDE OF A COUNTY ROAD LOCATED IN THE NORTHEAST QUARTER, NORTHEAST QUARTER (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ), SECTION THREE (3), TOWNSHIP SIXTY-EIGHT (68) NORTH, RANGE FIVE (5) WEST, 5<sup>TH</sup> P.M., WEST POINT TOWNSHIP, LEE COUNTY, IOWA, AND DESCRIBED BY THE FOLLOWING METES AND BOUNDS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER, NORTHEAST QUARTER, SAID SECTION 3; THENCE WEST, 145.09 FEET WITH THE  $\frac{1}{4}$ - $\frac{1}{4}$  SECTION LINE AND COUNTY ROAD CENTERLINE TO THE POINT OF TANGENCY, STATION 61+93.53, OF A ROADWAY CURVE; THENCE SOUTHWESTERLY, 10.86 FEET WITH THE SAID ROADWAY CENTERLINE ALONG A 358.1 FEET RADIUS CURVE CONCAVE SOUTHWESTERLY (L.C. BRG. S 89° 17' 23" W, 10.86 FT.) TO A FENCE LINE EXTENDED AND POINT OF BEGINNING; THENCE CONTINUING WITH THE SAID ROADWAY CENTERLINE SOUTHWESTERLY, 188.27 FT. (L.C. BRG. S 73° 12' 04" W, 186.11 FT.) TO A FENCE LINE EXTENDED; THENCE WITH SAID FENCE AND FENCE LINE EXTENDED THE FOLLOWING METES AND BOUNDS: N 01° 24' 30" W, 200.57 FT.; N 79° 50' 00" W, 39.56 FT.; N 00° 27' 30" W, 12.00 FT.; S 81° 31' 30" W, 14.22 FT.; N 03° 10' 15" W, 192.22 FT.; N 86° 31' 45" E, 245.14 FT.; S 00° 19' 45" E, 370.39 FT. TO THE POINT OF BEGINNING, CONTAINING 1.866 ACRES WITH THE SOUTHERLY 33.00 FT. CONTAINING 0.143 ACRES SUBJECT TO COUNTY ROAD RIGHT OF WAY.

EXHIBIT B

AN 1.866 ACRE TRACT FRONTING 188.27 FEET ON THE NORTH SIDE OF A COUNTY ROAD LOCATED IN THE NORTHEAST QUARTER, NORTHEAST QUARTER (NE¼ NE¼), SECTION THREE (3), TOWNSHIP SIXTY-EIGHT (68) NORTH, RANGE FIVE (5) WEST, 5<sup>TH</sup> P.M., WEST POINT TOWNSHIP, LEE COUNTY, IOWA, AND DESCRIBED BY THE FOLLOWING METES AND BOUNDS:  
COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER, NORTHEAST QUARTER, SAID SECTION 3; THENCE WEST, 145.09 FEET WITH THE ¼-¼ SECTION LINE AND COUNTY ROAD CENTERLINE TO THE POINT OF TANGENCY, STATION 61+93.53, OF A ROADWAY CURVE; THENCE SOUTHWESTERLY, 10.86 FEET WITH THE SAID ROADWAY CENTERLINE ALONG A 358.1 FEET RADIUS CURVE CONCAVE SOUTHWESTERLY (L.C. BRG. S 89° 17' 23" W, 10.86 FT.) TO A FENCE LINE EXTENDED AND POINT OF BEGINNING; THENCE CONTINUING WITH THE SAID ROADWAY CENTERLINE SOUTHWESTERLY, 188.27 FT. (L.C. BRG. S 73° 12' 04" W, 186.11 FT.) TO A FENCE LINE EXTENDED; THENCE WITH SAID FENCE AND FENCE LINE EXTENDED THE FOLLOWING METES AND BOUNDS: N 01° 24' 30" W, 200.57 FT.; N 79° 50' 00" W, 39.56 FT.; N 00° 27' 30" W, 12.00 FT.; S 81° 31' 30" W, 14.22 FT.; N 03° 10' 15" W, 192.22 FT.; N 86° 31' 45" E, 245.14 FT.; S 00° 19' 45" E, 370.39 FT. TO THE POINT OF BEGINNING, CONTAINING 1.866 ACRES WITH THE SOUTHERLY 33.00 FT. CONTAINING 0.143 ACRES SUBJECT TO COUNTY ROAD RIGHT OF WAY.



Book 11N Page 2139

Document 2011 2139 Type 13 001 Pages 9  
Date 8/15/2011 Time 2:28 PM  
Rec Amt \$47.00

NANCY L. BOOTEN, RECORDER  
NORTH LEE COUNTY, IA AT FORT MADISON

Indexed  Scanned   
Index Check  Scan Check   
Read  Pl  Notes

Recorders Note: Page 6 not legible

**WELL USE AND MAINTENANCE AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:**

Brian J. Helling, 321 North Third Street, Burlington, (319) 754-6587

**Taxpayer Information:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Return Address:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Grantors:**

Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

**Grantees:**

Trustee of the Carel R. Rump Revocable Trust dated December 4 2006 and Amended June 9, 2010  
Farmers & Merchants Bank & Trust  
221 Jefferson Street  
Burlington, IA 52601

Dolores M. Woodhouse  
300 McLean Street  
Iowa City, IA 52246

**Legal Description:** See in following pages

**Document or instrument number if applicable:**

## WELL USE AND MAINTENANCE AGREEMENT

This Agreement is made this 1st day of Aug., 2011, by and between Farmers & Merchants Bank & Trust as Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010 (hereinafter "Trustec") and Dolores M. Woodhouse, as owners of the legally described property stated in Exhibit A and Farmers & Merchants Bank & Trust as Trustec of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010 (hereinafter "Trustec") as owner of the legally described property stated in Exhibit B (collectively referred to as the "parties").

### BACKGROUND

1. Prior to her death on June 27, 2010, Carel R. Rump, Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006, held an 85% undivided interest in the legally described property stated in Exhibit A and her sister, Dolores M. Woodhouse, held a 15% undivided interest in the legally described property stated in Exhibit A.
2. Prior to her death, Carel R. Rump, Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 was the sole owner of the legally described property stated in Exhibit B.
3. Subsequent to her death, Farmers & Merchants Bank & Trust of Burlington, Iowa was appointed Trustee of the Carel R. Rump Revocable Trust dated December 4, 2006 and Amended June 9, 2010.
4. The property described in Exhibit A consists of land used for the purpose of farming and grazing cattle and livestock and the property described in Exhibit B consists of a farmhouse with a well.
5. Currently, the well on the property described in Exhibit B is being used for the purpose of watering livestock and cattle on the property described in Exhibit A in addition to being the sole water source for the residential structure on the property described in Exhibit B.
6. The parties hereto wish to memorialize an agreement allowing the owner of the property described in Exhibit A and/or his farm tenant to continue to use and contribute to the maintenance of the well on the property described in Exhibit B.
7. Attached hereto is a plat prepared by Krebill Engineering Co., Inc. dated October 7, 1983. The legal description stated on the plat is the legal description of the property described in Exhibit B and the well is indicated on this plat.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereby for themselves, their heirs, executors, administrators, successors, and assigns covenant and agree that an easement for the use and maintenance of the well located on property described in Exhibit B shall be established for the benefit of each party and their successors and assigns, and the parties covenant and agree as follows:

1. The owner of the property described in Exhibit A hereby grants use of the well and water system located on the property described in Exhibit B.

2. The owner of the property described in Exhibit B acknowledges and accepts that the owner of the property described in Exhibit A leases the property to a tenant who uses the property for the purpose of raising cattle and livestock and the tenant will be the party using the well to provide water for his/her cattle and livestock.

3. The owner of the property described in Exhibit B agrees to use the well solely for the purpose of supporting one residential dwelling with a reasonable supply of potable and healthy water for domestic purposes.

4. The owner of the property described in Exhibit A agrees to use the water from the well for the sole purposes of watering livestock and cattle and will not use water from the well to support any dwelling or structure or the irrigation of farmland.

5. The owner of the property described in Exhibit A shall share equally in the maintenance and operational costs of the well and water system. Any repairs required shall be contracted and performed by either party. The party arranging for the repairs shall give the other party, an estimate before the repair is performed.

6. The owner of the property described in Exhibit A shall pay to the owner of the property described in Exhibit B the amount of ten (\$10.00) per month to reimburse the owner of the property described in Exhibit B for the electrical expenses associated with the use of the well by the owner of the property in Exhibit A. Such amount shall increase when the owner of the property described in Exhibit B receives a rate increase. The rate increase payable by the owner of the property described in Exhibit A shall be the same percentage increase as received by the owner of the property described in Exhibit B.

7. The parties agree there shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within thirty (30) feet of the well site in any direction. Said easement shall allow the repair of well house, pumps, water storage reservoirs, pressure tanks and anything necessary to the operation of the water system.

8. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the well distribution piping to the dwelling or the property described in Exhibit A. The parties agree that all pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property.

9. The parties to this agreement, their heirs, successors and/or assigns, will not construct maintain or suffer to be constructed or maintained upon the said land and within 100 feet of any well herein so long as the same is operated to furnish water for public consumption, any of the follows: septic tanks, drainfields, sewerlines, underground storage tanks, county or

state roads, railroad tracks, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, or hazardous waste.

10. In the event that either party obtains water from the Rathbun Water Service or any other community or municipal water supply, the party shall not be required to continue to contribute to the maintenance or repair of the well.

11. The parties further agree that they shall not furnish water from the well and water system to any other persons, properties or dwelling without prior written consent from the other party.

12. The parties agree that these covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

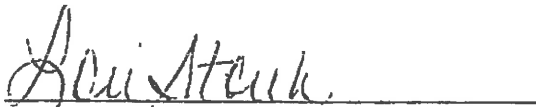
IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date above written.

GRANTOR:

GRANTEES:




Kelli Johnson, Trust Officer  
Farmers & Merchants Bank & Trust, Trustee  
of the Carel R. Rump Revocable Trust dated  
December 4, 2006 and Amended June 9, 2010



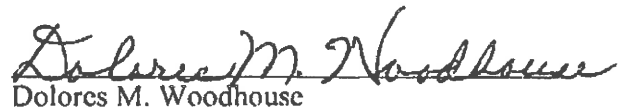
Lori Storch, Trust Officer  
Farmers & Merchants Bank & Trust, Trustee  
of the Carel R. Rump Revocable Trust dated  
December 4, 2006 and Amended June 9, 2010



Kelli Johnson, Trust Officer  
Farmers & Merchants Bank & Trust,  
Trustee of the Carel R. Rump Revocable  
Trust dated December 4, 2006 and Amended  
June 9, 2010



Lori Storch, Trust Officer  
Farmers & Merchants Bank & Trust,  
Trustee of the Carel R. Rump Revocable  
Trust dated December 4, 2006 and Amended  
June 9, 2010

  
Dolores M. Woodhouse

STATE OF IOWA )  
 ) ss  
COUNTY OF DES MOINES )

The instrument was acknowledged before me on this 29<sup>th</sup> day of July, 2011 by Kelli Johnson, Trust Officer of Farmers & Merchants Bank & Trust.

Sara J. Gahn  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
COUNTY OF DES MOINES )



The instrument was acknowledged before me on this 23<sup>rd</sup> day of July, 2011 by Lori Storch, Trust Officer of Farmers & Merchants Bank & Trust.

Sara J. Gahn  
Notary Public in and for the State of Iowa

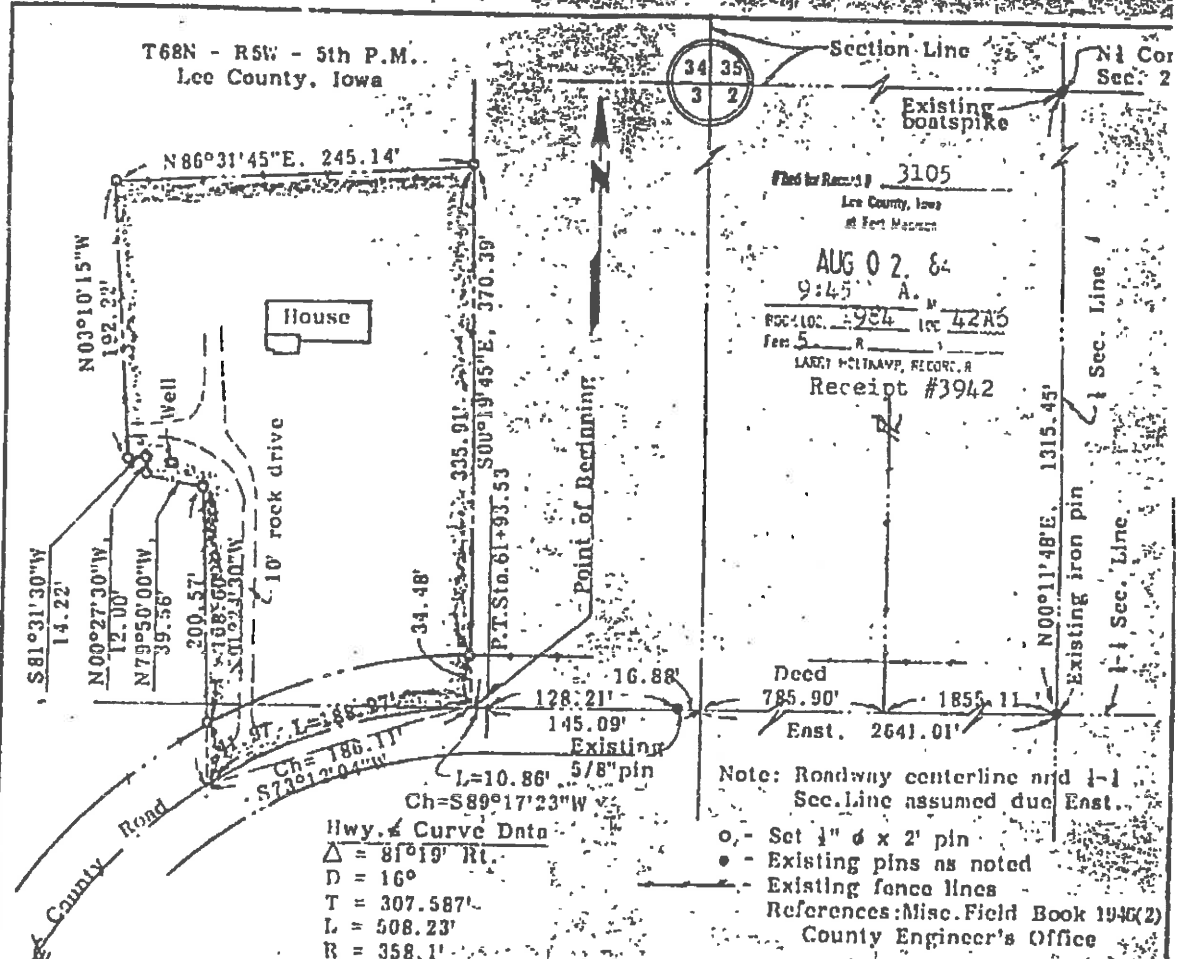
STATE OF IOWA )  
 ) ss  
COUNTY OF Johnson )



The instrument was acknowledged before me on this 1<sup>st</sup> day of August, 2011 by Dolores M. Woodhouse.

Katie Miller  
Notary Public in and for the State of Iowa

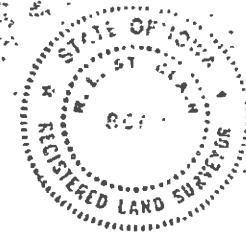




**DESCRIPTION:** An 1.866 acre tract fronting 188.27 ft. on the north side of a county road, located in the NE1, NE1, Section 3, T68N, R5W, 5th P.M., West Point Township, Lee County Iowa, and described by the following metes and bounds:  
 Commencing at the SE corner of the NE1-NE1, said Section 3; thence West, 145.09 ft. with the 1-1 Sec. Line and county road centerline to the point of tangency, Station 61+93.53, of a roadway curve; thence Southwesterly, 10.86 ft. with the said roadway centerline along a 358.1 ft. radius curve concave southwesterly (L.C.Brg. S89°17'23"W, 10.86 ft.) to a fence line extended and point of beginning; thence continuing with the said roadway centerline Southwesterly, 188.27 ft. (L.C.Brg. S73°12'04"W, 186.11 ft.) to a fence line extended; thence with said fence and fence line extended the following metes and bounds: N01°24'30"W, 200.57 ft.; N79°50'00"W, 39.56 ft.; N00°27'30"W, 12.00 ft.; S81°31'30"W, 14.22 ft.; N03°10'15"W, 192.22 ft.; N86°31'45"E, 245.14 ft.; S00°19'45"E, 370.39 ft. to the point of beginning, containing 1.866 acres with the Southerly 33.00 ft. containing 0.143 acre, subject to county road right of way.

I hereby certify that this plan, specification, plat, survey or report was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor in the State of Iowa, Missouri and Illinois.

*R. L. St. Clair* 10/7/1983  
 R. L. St. Clair, L. S. Iowa 8662  
 L. S. M.O. 2038  
 L. S. I.L. 35-2597



Requested by: R.L. Fehscke, Jr.  
 ENA D. RUMP ESTATE

KREBILL ENGINEERING CO., INC.		PLAT: Part of NE1, Section 3,	
LAND SURVEYORS & CONSULTING ENGINEERS		OF: T68N - R5W - 5th P.M.	
Tel. (319) 524-2883 KEOKUK, IOWA 52632		SURVEY Lee County, Iowa	
Surv. RLS	Drawn. PMB	Ad. GUM	APP. RLS
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LEE COUNTY  
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 617-7TH STREET  
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EXHIBIT A

THE SOUTHEAST QUARTER, SECTION 34, CONTAINING 160 ACRES; ALSO, THE SOUTHWEST PART OF THE SOUTHWEST QUARTER SECTION 35, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, RUNNING THENCE EAST 47.63 RODS, THENCE NORTH 34 RODS, THENCE WEST 14.63 RODS, THENCE NORTH 126 RODS TO THE HALF SECTION LINE, THENCE WEST 33 RODS TO THE WEST LINE OF SAID SECTION, THENCE SOUTH ON SAID LINE 160 RODS TO THE PLACE OF BEGINNING, CONTAINING 36.1 ACRES, MORE OR LESS, ALL THE ABOVE DESCRIBED LAND BEING IN TOWNSHIP 69 NORTH, RANGE 5 WEST; ALSO, THE FOLLOWING DESCRIBED LAND, SITUATED IN TOWNSHIP 68 NORTH, RANGE 5 WEST 23.82 ACRES OFF THE WEST END OF THE NORTH HALF OF THE NORTHWEST QUARTER, SECTION 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE EAST 47.63 RODS; THENCE SOUTH 80 RODS, THENCE WEST 47.63 RODS; THENCE NORTH 80 RODS, TO THE PLACE OF BEGINNING; ALSO, THE NORTHEAST QUARTER, SECTION 3, EXCEPT 15.96 ACRES IN THE SOUTHEAST CORNER OF SAID QUARTER SECTION, CONVEYED BY JOHN SCHROEDER AND CATHARINE SCHROEDER, HIS WIFE, TO ARTHUR MCCABE, OF DATE JANUARY 28, 1896, AND FILED FOR RECORD MARCH 14, 1896, CONTAINING 144.04 ACRES, MORE OR LESS; ALSO 11.48 ACRES IN THE NORTHWEST PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER IN SECTION 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 401½ FEET SOUTH OF THE MIDDLE OF SECTION 3, RUNNING THENCE NORTH ON SAID MIDDLE SECTION LINE 401½ FEET TO THE CENTER OF SAID SECTION 3, THENCE RUNNING EAST ON MIDDLE SECTION LINE ABOUT 121 RODS TO THE WEST POINT AND DENMARK ROAD, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE MIDDLE OF SAID WEST POINT AND DENMARK ROAD TO A POINT NEAR THE WEST POINT AND FORT MADISON PRAIRIE ROAD, THENCE IN A NORTHWESTERLY DIRECTION ABOUT 350 FEET TO THE PLACE OF BEGINNING; ALSO 14.27 ACRES, MORE OR LESS, OUT OF THE NORTHEAST PART OF THE NORTHWEST QUARTER, SAID SECTION 3, DESCRIBED AS FOLLOWS: COMMENCING 11.51 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, RUNNING THENCE NORTH 24° WEST, 16.82 CHAINS, THENCE NORTH 13.08 CHAINS TO THE NORTH LINE OF SAID SECTION 3, THENCE EAST ON SAID SECTION LINE TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER, SAID SECTION 3, THENCE SOUTH ON

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EXHIBIT B

AN 1.866 ACRE TRACT FRONTING 188.27 FEET ON THE NORTH SIDE OF A COUNTY ROAD LOCATED IN THE NORTHEAST QUARTER, NORTHEAST QUARTER (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ), SECTION THREE (3), TOWNSHIP SIXTY-EIGHT (68) NORTH, RANGE FIVE (5) WEST, 5<sup>TH</sup> P.M., WEST POINT TOWNSHIP, LEE COUNTY, IOWA, AND DESCRIBED BY THE FOLLOWING METES AND BOUNDS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER, NORTHEAST QUARTER, SAID SECTION 3; THENCE WEST, 145.09 FEET WITH THE  $\frac{1}{4}$ - $\frac{1}{4}$  SECTION LINE AND COUNTY ROAD CENTERLINE TO THE POINT OF TANGENCY, STATION 61+93.53, OF A ROADWAY CURVE; THENCE SOUTHWESTERLY, 10.86 FEET WITH THE SAID ROADWAY CENTERLINE ALONG A 358.1 FEET RADIUS CURVE CONCAVE SOUTHWESTERLY (L.C. BRG. S 89° 17' 23" W, 10.86 FT.) TO A FENCE LINE EXTENDED AND POINT OF BEGINNING; THENCE CONTINUING WITH THE SAID ROADWAY CENTERLINE SOUTHWESTERLY, 188.27 FT. (L.C. BRG. S 73° 12' 04" W, 186.11 FT.) TO A FENCE LINE EXTENDED; THENCE WITH SAID FENCE AND FENCE LINE EXTENDED THE FOLLOWING METES AND BOUNDS: N 01° 24' 30" W, 200.57 FT.; N 79° 50' 00" W, 39.56 FT.; N 00° 27' 30" W, 12.00 FT.; S 81° 31' 30" W, 14.22 FT.; N 03° 10' 15" W, 192.22 FT.; N 86° 31' 45" E, 245.14 FT.; S 00° 19' 45" E, 370.39 FT. TO THE POINT OF BEGINNING, CONTAINING 1.866 ACRES WITH THE SOUTHERLY 33.00 FT. CONTAINING 0.143 ACRES SUBJECT TO COUNTY ROAD RIGHT OF WAY.