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Maegan Messamaker, Recorder
Appanoose Co. IOWA

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Prepared by/Return to: Dustin D. Hite/David Dixon 118 North Market Street, Oskaloosa, Iowa 52577; (641) 673-9481

JOINT UTILITY EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 27th day of January 2025, by and between R2 Cattle Company, LLC, herein called "R2" and Aaron and Brianna Robinson, husband and wife, herein called "Robinsons".

NOW WHEREAS R2 is the owner and holder of record title to real estate located in Appanoose County Iowa legally described as follows:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 10, AND THE NORTH ONE-FOURTH OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 70 NORTH, RANGE 17 WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, EXCEPT THE FOLLOWING:

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the 5th P.M., Appanoose County Iowa, thence North 02°53'17" East 211.80 feet, thence North 83°46'19" West 794.29 Feet, thence South 16°05'58" West 184.37 feet, thence South 36°29'52" West 142.13 feet to the South Line of said Southwest Quarter of the Southwest Quarter, thence South 89°36'19" East 914.62 feet along said South Line to the Point of Beginning. Containing 4.89 acres, more or less, subject to easements apparent or of record;

AND

Commencing at the Northwest Corner of Section 15, Township 70 North, Range 17 West of the 5th P.M., Appanoose County, Iowa, thence South 00°21'15" East 24.64 feet along the West Line of the Northwest Quarter of said Section 15 to the Point of Beginning, thence continuing South 306.62 feet, along said West Line, thence South 89°41'26" East 1327.63 feet along the South Line of the North one-quarter of the Northwest Quarter of the Northwest Quarter of said Section 15, thence North 00°28'57" West 329.29 feet along the East Line of said Northwest Quarter of the Northwest Quarter, thence North 89°36'19" West 914.62 Feet, along the North Line of said Northwest Quarter, thence South 36°29'52" West 82.63 feet, thence North 82°59'29" West 365.72 feet to the Point of Beginning. Containing 9.64 acres, more or less, subject to easements apparent or of record;

AND EXCEPT

Parcel B located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows: Commencing at a found iron pin at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 00°41'12" East 465.32 feet along the West line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence North 90°00'00" East 353.21 feet to a set iron pin at the Point of Beginning; thence North 77°21'42" East 653.40 feet to a set iron pin; thence South 09°26'45" East 200.00 feet to a set iron pin; thence South 77°21'42" West 653.40 feet to a set iron pin; thence North 09°26'45" West 200.00 feet to the iron pin at the Point of Beginning, said parcel containing 3.000 acres, more or less, subject to easements of record. ("Parcel A")

AND WHEREAS Robinsons are the owners and holders of record title to adjacent real estate located in Appanoose County Iowa legally described as follows:

Parcel B located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows: Commencing at a found iron pin at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 00°41'12" East 465.32 feet along the West line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence North 90°00'00" East 353.21 feet to a set iron pin at the Point of Beginning; thence North 77°21'42" East 653.40 feet to a set iron pin; thence South 09°26'45" East 200.00 feet to a set iron pin; thence South 77°21'42" West 653.40 feet to a set iron pin; thence North 09°26'45" West 200.00 feet to the iron pin at the Point of Beginning, said parcel containing 3.000 acres, more or less, subject to easements of record.

Together with a right of way easement described as:

An easement 40 feet in width, centered on the following described centerline:

Commencing at a found iron pin at the Southwest Corner of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 83°19'25" East 45.37 feet to the Point of Beginning, said Point lying on the East Right-of-Way line of 250th Avenue as presently located; thence South 83°19'25" East 311.84 feet; thence North 36°09'56" East 209.50 feet; thence North 15°46'02" East 184.88 feet; thence North 38°59'08" East 605.24 feet to a point on the Southerly line of Parcel B.

AND WHEREAS the said parcels are served by a joint waterline and electric line as now existing which crosses both parcels as presently situated;

AND WHEREAS the parties wish to grant and convey to each other a joint easement for the use, repair and replacement of the said joint waterline and electric line;

AND WHEREAS the parties wish to memorialize their agreement relative thereto;

IT IS THEREFORE AGREED, in consideration of the mutual covenants and promises contained herein as follows:

1. R2 and Robinsons as the owners of Parcel A and Parcel B described above hereby grant and convey to each other an easement for the waterline as now constructed across Parcels A and B for the joint use and enjoyment of the said line, including the right to repair, replace, and maintain the waterline as now situated.

2. Both Parcels are currently served by the single water service. The owner of Parcel B, shall however construct at his expense a new water pit and lines on Parcel B, to the extent possible, and to pay all costs associated with the installation of a new pit and lines. The new water line pit shall be constructed as soon as reasonably practicable after this agreement, but in any event no later than one year after the date this easement is recorded.

3. R2 as the owner of Parcel A hereby grants a perpetual easement in favor of Rathbun Regional Water Association and the owner of Parcel B, for the water line to be constructed to the extent that it crosses through or over Parcel A under terms and conditions commonly used by and acceptable to Rathbun Regional Water Association.

4. To the extent that Rathbun Rural Water may charge or assess any costs for repair or replacement of the existing water line during their time of shared use, owners of Parcel A and Parcel B shall each be responsible for one half of any such expenses for the said line from the point where it enters Parcel A from the rural water main to the water pit on Parcel A; and owner of Parcel B shall be solely responsible for any such expenses for the said line servicing Parcel B from the point it leaves the water pit on Parcel A to where it enters the water pit to be installed on Parcel B. Owners of Parcel A shall be responsible for any repairs to any line after such break where only Parcel A benefits.

5. After the installation of the new water pit and new lines servicing Parcel B, Parcel B will be responsible for costs of repair or replacement on the new line servicing Parcel B, and Parcel A will be responsible for costs of repair and replacement on the old pit and old line and servicing Parcel A.

5. The owners of Parcel A and Parcel B hereby grant to the owners of Parcel A and Parcel B, an easement for the use and enjoyment of the electric line as now constructed on Parcel A and Parcel B. Said easement shall include the right to repair, replace, and maintain the electrical line as now situated.

6. In the event that either owner of Parcel A or Parcel B shall disturb, dig up, or otherwise destroy the other's property while exercising the rights hereunder, the owner of the Parcel acting upon the other party's property shall restore the owners' property to the same condition it was in prior to the exercise of the rights hereunder. This includes, but is not limited to, reseeding grass and replacing any trees or other plants so destroyed.

7. Each owner agrees that should they fail to discharge all the obligation under this agreement, that after thirty days' notice by certified mailing or personal service of the obligation sought to be performed, the owner of the parcel aggrieved by the other owner's failure to comply with the terms of this easement and agreement may seek redress in court, for reasonable costs, including the payment of reasonable attorney's fees in enforcement of this agreement.

8. This easement shall run with the land and shall inure to the benefit of the parties' respective successors in interest.

Dated this _____ day of _____, 2025.

R2 Cattle Company, LLC

Aaron Robinson
Aaron Robinson

By: _____
Doug Riordan, Member

Brianna Robinson

By: _____
Lynne Riordan, Member

By: Aaron Robinson
Aaron Robinson, Member

By: _____
Brianna Robinson, Member

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Doug Riordan, as member of R2 Cattle Company, LLC, on this _____ day of _____, 2025.

Notary Public

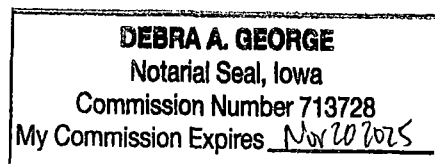
State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Lynne Riordan, as member of R2 Cattle Company, LLC, on this _____ day of _____, 2025.

Notary Public

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Aaron Robinson, as member of R2 Cattle Company, LLC and individually, married to Brianna Robinson on this 23rd day of January, 2025.



Debra A. George
Notary Public

Dated this 27th day of January, 2025.

X [Signature]
R2 Cattle Company, LLC

[Signature]
Aaron Robinson

By: X [Signature]
Doug Riordan, Member

[Signature]
Brianna Robinson

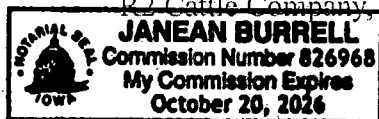
By: X [Signature]
Lynne Riordan, Member

By: [Signature]
Aaron Robinson, Member

By: [Signature]
Brianna Robinson, Member

State of Iowa, Mahaska County, ss:

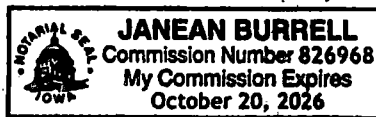
This instrument was acknowledged before me by the said Doug Riordan, as member of R2 Cattle Company, LLC, on this 27th day of January, 2025.



X [Signature]
Notary Public

State of Iowa, Mahaska County, ss:

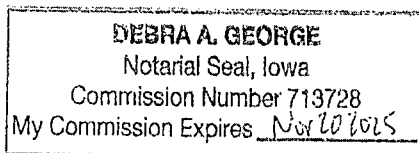
This instrument was acknowledged before me by the said Lynne Riordan, as member of R2 Cattle Company, LLC, on this 27th day of January, 2025.



X [Signature]
Notary Public

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Aaron Robinson, as member of R2 Cattle Company, LLC and individually, married to Brianna Robinson on this 23rd day of January, 2025.



[Signature]
Notary Public

State of Iowa, Appanoose County, ss:

This instrument was acknowledged before me by the said Brianna Robinson, as member of R2 Cattle Company, LLC and individually, married to Aaron Robinson on this 27th day of January, 2025.

Denise M. Hawk
Notary Public

