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Jasper County, Iowa
Denise Allan County Recorder
File **2019-00001279**

Document Prepared by and Return to:

Chad Learned, 812 Ashworth Road, West Des Moines, IA 50265 (515) 225.8488

NONEXCLUSIVE PERMANENT EASEMENT FOR INGRESS / EGRESS

WHEREAS, Gerald Maxwell and Mary R Maxwell, as Co-Trustees of the Gerald L. Maxwell and Mary R. Maxwell Revocable Trust and Scott D Maxwell, Eric Maxwell and Denise Walker as Co-Executors of The Estate of James E. Maxwell (hereinafter referred to as "Grantor"), is the current legal title holder of the following described real estate in Jasper County, Iowa, to-wit:

West Half of the Southeast Quarter and the Southwest Quarter of Section Eight, Township Eighty-one North, Range Twenty-one West 5th P.M., Jasper County, Iowa, EXCEPT Part of the West Half of the Southwest Quarter of Section 8, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa, described as commencing at a point on the section line and 1,185.63 feet South of the Northwest corner of said Southwest Quarter of Section 8; thence due East at right angles to the section line 195 feet; thence due South 145 feet; thence due West 195 feet; to said section line; thence due North 145 feet to the point of beginning. The West 33 feet subject to public highway AND EXCEPT Part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa, described as commencing at

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the Southwest corner of the Southwest Quarter of said Section 8, thence East 1891.1 feet along the South line of the said Southwest Quarter to the place of beginning, thence North 0°00' 233 feet thence East 100 feet, thence South 233 feet, thence West 100 feet to the place of beginning.

Locally known as, 13712 N 99th AVE W, COLLINS, IA 50055

(herein after referred to as the "Servient Parcels"); and

WHEREAS, Scott D Maxwell, Eric Maxwell and Denise Walker as Co-Executors of The Estate of James E. Maxwell (hereinafter referred to as "Grantees"), are the current legal title holders of the following described real estate in Jasper County, Iowa, to-wit:

Part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa, described as commencing at the Southwest corner of the Southwest Quarter of said Section 8, thence East 1891.1 feet along the South line of the said Southwest Quarter to the place of beginning, thence North 0° 00' 233 feet, thence East 100 feet, thence South 233 feet, thence West 100 feet to the place of beginning.

Locally known as, 13710 N 99th AVE W, COLLINS, IA 50055

(herein after referred to as the "Dominant Parcels"); and

WHEREAS, the Grantor desire to grant and the Grantees desire to receive an Easement for the purpose of ingress / egress drive, together with the necessary appurtenances thereto over and across the Servient Parcels to the Dominant Parcel;

NOW THEREFORE, in consideration of the sum of One-Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, their heirs, successors and assigns, do hereby sell, grant and convey unto Grantees, their heirs, successors and assigns, a nonexclusive Easement for the purpose of ingress / egress drive, together with the necessary appurtenances thereto over and across the Servient Parcels and the Grantor and Grantees agree as follows:

1. Upon the final survey of the Parcels, the Grantors and Grantees shall amend the legal descriptions of the parcels effected by this easement if necessary, to match each parcel to be determined the correct recorded legal description.
2. The right-of-way easement hereby granted is an easement for the use and benefit of Grantees, their heirs, successors and assigns, for ingress to and egress from the Dominant Parcel described herein. The ingress to and egress shall be no larger as the

driveway that is currently being used by the Dominant Parcel, up to the north side of the driveway leading to the Grantee's 2 car garage.

3. The scope of this right-of-way easement shall be limited to the existing right-of-way as it is at the time of the execution of Nonexclusive Permanent Easement for Ingress / Egress.
4. Grantees, their heirs, successors and assigns, shall have the right of access to the right-of-way easement for the sole purpose of accessing the Dominant Parcel and for no other reason.
5. The Grantees, their heirs, successors and assigns, The Grantor, their heirs, successors and assigns, shall have no right, license or authority to expand or otherwise improve the easement beyond its current state, other than repair and maintenance of said right-of-way. Provided, however, that should the Grantor and Grantees, or their respective successors and/or assigns, mutually agree the right-of-way easement may be improved, enlarged or moved as provided by such mutual agreement.
6. Grantees, their heirs, successors and assigns and the Grantor, their heirs, successors and assigns shall maintain the right-of-way in a good condition and shall equally share in the expense to maintain the easement up to the north side of the driveway leading to the Grantee's 2 car garage. Maintaining the right-of-way includes, but is not limited to: snow removal, necessary repairs of permanent and nonpermanent surfaces, and removal of overgrown vegetation.
7. Grantees, their heirs, successors and assigns shall have the undisturbed use of this right-of-way easement insofar as such use does not interfere with the rights herein granted to Grantors, their heirs, successors and assigns, except Grantor, their heirs, successors and assigns shall not erect or place any building or obstruction, or plant any tree on this right-of-way that would interfere with Grantees, their heirs, successors and assigns use and enjoyment of this right of way. Grantees, their heirs, successors and assigns shall not be liable for damage occasioned by removal of or injury to such building or tree when the same is affected by Grantees, their heirs, successors and assigns in the furtherance of the purposes set forth herein.
8. Grantor represent the right-of-way easement to be granted to Grantees shall be superior to any mortgage or lien encumbrance existing on the Servient Parcels.
9. The easement rights granted herein are nonexclusive. The Grantor shall not be precluded from granting similar easement rights to third parties upon the right-of-way

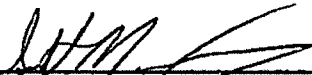
easement upon terms and conditions that do not unreasonably interfere with the rights granted to the Grantees, their heirs, successors and assigns.

10. Grantees hereby agree to indemnify, defend, and hold the Grantor harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from Grantee's use and enjoyment of the right-of-way easement
11. Each of the various rights and duties made and provided herein shall be construed as covenants and agreements imposed upon and running in perpetuity with the land. Each and every one of the benefits and burdens herein shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Grantor and the Grantees.
12. Grantor does covenant with Grantees that Grantor hold said Servient Parcels by Title in Fee Simple; that Grantor have good and lawful authority to convey the same; and said Grantor covenant to warrant and defend said premises against the lawful claims of all persons whatsoever.

Signed this 29 day of January, 20189

Gerald Maxwell, Co-Trustee, Grantor
Gerald L. Maxwell and Mary R. Maxwell
Revocable Trust

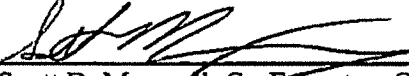
Mary R Maxwell, Co-Trustee, Grantor
Gerald L. Maxwell and Mary R. Maxwell
Revocable Trust



Scott D, Maxwell, Co-Executor, Grantor
The Estate of James E. Maxwell

Eric Maxwell, Co-Executor, Grantor
The Estate of James E. Maxwell

Denise Walker, Co-Executor, Grantor
The Estate of James E. Maxwell



Scott D, Maxwell, Co-Executor, Grantee
The Estate of James E. Maxwell

Eric Maxwell, Co-Executor, Grantee
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