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FILED NO. 2009-0781  
 STATE OF IOWA  
 CLARKE COUNTY

2009 APR 24 AM 10 07

BOOK 2009C PAGE 242-248  
 PENNIE GONSETH  
 RECORDER

**EASEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:**

Angela Hill, 203 NE Idaho, Leon, IA 50144 Phone 641-446-4143

**Taxpayer Information:**

Scott Powers, 1102 260<sup>th</sup> Avenue, New Virginia, IA 50210

**Return Document To:**

Preparer

**Grantors:**

Maurice E. Baringer and Dorothy M. Baringer

**Grantees:**

Derek Grimsrud  
 Megan Grimsrud  
 Scott Powers  
 Kristin Powers

**Legal Description:** see pg. 2

**Document or instrument number of previously recorded documents:**

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, made this 17<sup>th</sup> day of April, 2009, by and between Maurice E. Baringer and Dorothy M. Baringer, husband and wife, (hereinafter referred to as "Grantors"), and Derek Grimsrud and Megan Grimsrud, husband and wife, and Scott Powers and Kristin Powers, husband and wife (hereinafter referred to as "Grantees").

**WITNESSETH:**

**WHEREAS, the Grantor is owner in fee simple of the property located in Clarke County, Iowa, legally described as follows and hereinafter referred to as "Burdened Property":**

**SW 1/4 SE 1/4 of Section 10, Township 73 North, Range 24 West of the 5<sup>th</sup> P.M.**

**WHEREAS, the Grantee is the owner in fee simple of the property located in Clarke County, Iowa, described as follows and hereafter referred to as "Benefitted Property":**

**W ½ NE 1/4 of Section 15, Township 73 North, Range 24 West of the 5<sup>th</sup> P.M.**

**WHEREAS, the Grantor wishes to grant and the Grantee wishes to receive a easement over, under and across that part of the Burdened Property described as follows and hereafter referred to as "The Easement Premises":**

**The existing crossing and lane located twenty-five (25) feet from the NW corner of the SW 1/4 SE 1/4 of Section 10, Township 73 North, Range 24 West of the 5<sup>th</sup> P.M., Clarke County, Iowa, running South off of Ray Street across the western edge of the Burdened Property to the North border of the Benefitted Property. Said Easement Premises is to be 30 feet wide and run from the center of Ray Street to the North border of the Benefitted Property as described above.**

**NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:**

**1. Grant of Easement. The Grantors hereby grants to Grantees, their heirs and assigns, as an easement appurtenant to the Benefitted Property, a perpetual easement for the ingress and egress on the Burdened Property herein described at any time that they may see fit.**

**2. Additions to Benefitted Tenement. Said easement is also appurtenant to any land that may hereafter be of common ownership with the Benefitted Property aforesaid and that is contiguous to the Benefitted Property. An area physically separated from the Benefitted Property, but having access thereto by means of public ways or private easements or rights is deemed to be contiguous to the Benefitted Property.**

**3. Division of Benefitted Property. If the Benefitted Property is hereafter divided into two parts by separation of ownership or by lease, both parts are joined by the benefit of the easement hereby created.**

**4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.**

**5. Construction. This grant shall be given a reasonable construction in accordance with the laws of the State of Iowa with the intention of the parties to confer a commercially usable right of enjoyment on the Grantee as carried out.**

**6. Reservation of Right to Use. The Grantors herein expressly reserved for itself, its successors and its assigns, the right to use the Easement Premises or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.**

**7. Maintenance of the Easement Premises. Grantees shall maintain the Easement**

Premises together with any improvements constructed or installed thereon by Grantees or associated with Grantees' use of the Easement Premises. Grantees shall maintain the Easement Premises in such a manner as to avoid soil or water erosion on the Grantors' adjoining property. The operation and maintenance of any improvements and of the Easement Premises shall be at Grantees' sole cost and expense.

8. Gates. Grantee shall, at Grantee's expense, install a gate or gates for a minimum gateway width of sixteen (16) feet on the southern end of the Easement Premises and on the southern right-of-way line of Ray Street near the northern terminal end of the Easement Premises. Either the Grantors or the Grantees may install a chain and padlock on the gate(s) as long as the chain has two (2) padlocks with Grantors having the keys to one of the padlocks and Grantees having the keys to the other padlock. The padlocks shall be arranged so that either Grantors or Grantees can unlock their padlock, remove the chain and open the gate(s). The gates shall be kept closed at all times except when entering or exiting the gateway.

9. Utility lines. Grantees shall have the right to install underground utility lines on the easement area; however, above-ground utility lines shall only be installed upon the express written consent of the Grantors.

10. Improvements. The Grantees shall not construct any buildings on the Easement Premises. The Grantees shall not park vehicles on the Easement Premises without the express consent of the Grantors. The Grantees may install gravel or other hard surfacing on the Easement Premises.

11. Mitigation by Grantee of interference with Grantor. The Grantees shall not materially interfere with the use by and operation and activities of Grantors on its property, and Grantees shall use such routes and follow such procedures on Grantors' property as result in the least damage and inconvenience to Grantors.

12. Limitation of Liability. This Grant of Easement if made on the express condition that

**Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantees', its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Premises or of the improvements or personal property of Grantees therein or thereon, including any liability for injury or death to the person or property of Grantees, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantees. Grantees hereby covenant and agree to defend and indemnify Grantors, their officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Premises by Grantees, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantors.**

**13. Adjoining Easement. The Grantors and Grantees acknowledge and confirm that Grantors herein have an easement over the North 30 feet of the West 30 feet of the NW 1/4 NE 1/4 of Section 15, Township 73 North, Range 24 West of the 5<sup>th</sup> P.M., Clarke County, Iowa, which easement was reserved in a Special Warranty Deed dated November 10, 1986 and filed for record January 8, 1987 in Book 85 at Page 509 in the Clarke County Recorder's Office in Osceola, Iowa. Said Reservation of Easement referred to "Buyers" rather than "Grantors" when identifying Maurice E. Baringer and Dorothy M. Baringer; however, both parties herein acknowledge and confirm that "Buyers" meant to reference Maurice E. Baringer and Dorothy M. Baringer who were the Grantors of the referenced Special Warranty Deed.**

**14. Release of Easement. The owner of the Benefitted Property may terminate this instrument by recording a release in recordable form with directions for delivery of same to the owner of the Burdened Property at its last address and the easement hereby created shall terminate. For convenience, such instrument may run to the "owner or owners and parties**

interested" in whole or in parcel of the Burdened Property.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement on the date first above written.

GRANTORS:

GRANTEES:

BY Maurice E. Baringer  
Maurice E. Baringer

Dorothy M. Baringer  
Dorothy M. Baringer

BY Derek Grimsrud  
Derek Grimsrud

Megan Grimsrud  
Megan Grimsrud

Scott Powers  
Scott Powers

Kristin Powers  
Kristin Powers

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF DECATUR, ss:

On this 17 day of April, 2009, before me, the undersigned, personally appeared Maurice E. Baringer and Dorothy M. Baringer, husband & wife known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

L. P. Van Werden  
NOTARY PUBLIC FOR STATE OF IOWA



STATE OF IOWA, COUNTY OF DECATUR, ss:

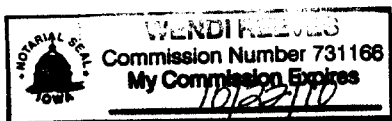
On this 20<sup>th</sup> day of April, 2009, before me, the undersigned, personally appeared Scott L. Power and Kristin S. Bowers Husband and wife known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Lindsey Rabley  
NOTARY PUBLIC FOR STATE OF IOWA

STATE OF IOWA, COUNTY OF DECATUR, ss:

On this 23<sup>rd</sup> day of April, 2009, before me, the undersigned, personally appeared Derek and Megan Grimmond known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Wendi Reeves  
NOTARY PUBLIC FOR STATE OF IOWA