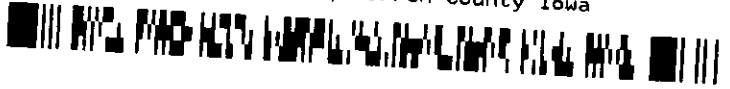


Instrument #: 2020-05540  
06/11/2020 03:19:48 PM Total Pages: 4  
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Recording Fee: \$ 22.00  
Polly Glascock, Recorder, Warren County Iowa



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PERPETUAL INGRESS/EGRESS EASEMENT  
Recorder's Cover Sheet

**Preparer Information:** Ryan J. Ellis, 209 N. Buxton St., Indianola, Iowa 50125,  
(515) 962-9080

**Taxpayer Information:** John J. Gehringer and Amber L. Gehringer, 16072 R45 Hwy, St.  
Marys, IA 50241

*H  
Env.* **Return Document to:** Ryan J. Ellis, 209 N. Buxton St., Indianola, Iowa 50125,  
(515) 962-9080

**Grantors:** John J. Gehringer  
Amber L. Gehringer

**Grantees:** John J. Gehringer  
Amber L. Gehringer

**Legal Description:** See Easement *Page 2*

## PERPETUAL INGRESS/EGRESS EASEMENT

**WHEREAS** John J. Gehringer and Amber L. Gehringer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, are the owners (Grantors) of the following described real property in Warren County, Iowa, to wit:

The Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa,

EXCEPT Parcel "H" of the survey being that part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa, as shown in Instrument Number 2020-02607,

AND EXCEPT Parcel "J" of the survey being that part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa, as show in Instrument Number 2020-02608.

**AND WHEREAS** John J. Gehringer and Amber L. Gehringer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, are the owners (Grantees) of the following described real property in Warren County, Iowa, to wit:

Parcel H of the Plat of Survey filed with the Warren County Recorder in Instrument Number 2020-02607, described as follows:

That part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa, described as follows; Beginning at the North Quarter corner of said Section 22; thence South 00 degrees 27 minutes 00 seconds West, 745.00 feet along the East line of said Northeast Quarter of the Northwest Quarter; thence North 59 degrees 45 minutes 01 seconds West, 651.09 feet; thence North 00 degrees 26 minutes 59 seconds East, 421.64 feet to the North line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 31 minutes 43 seconds East, 565.00 feet to the Point of Beginning, having an area of 7.57 Acres.

**AND WHEREAS** the Grantees desire to use and access Grantors' land through the use of a portion being identified as the "**Easement Area**" and more particularly described as:

That part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5<sup>th</sup> P.M., Warren County, Iowa, described as follows;



Beginning at the Northwest corner of Parcel H; thence North 89 degrees 31 minutes 43 seconds West, 150.00 feet along the North line of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 26 minutes 59 seconds West, 60.00 feet; thence South 89 degrees 31 minutes 43 seconds East, 150.00 feet to the West line of said Parcel H; thence North 00 degrees 26 minutes 59 seconds East, 60.00 feet to the Point of Beginning. Said easement to benefit Parcel H, as shown in the Plat of Survey filed with the Warren County Recorder in Instrument Number 2020-02607.

**AND WHEREAS**, the aforementioned parties wish to form an agreement consisting of a perpetual easement for ingress and egress to the properties mentioned herein, pursuant to the terms and conditions set forth hereinafter.

**NOW, THEREFORE**, for the consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

1. **Ingress/Egress Easement**: Grantors hereby convey a perpetual easement for ingress and egress to Grantees. The easement granted herein is for the purpose of allowing the Grantees access to Grantees' property through said easement.
2. **Perpetual Easement**: The Ingress/Egress Easement shall be perpetual and shall run with the land, and the terms of the Easement shall be binding upon the parties, grantees, executors, administrators, heirs, devisees, successors, or assigns.
3. **Limitation of Liability**: The parties agree that no agent or employee of one party is an agent or employee of the other party, and that any liability arising from the actions or negligence of an agent or employee of the party shall be such party's sole responsibility, with any party so responsible hereby agreeing to indemnify and hold the non-responsible party, and the non-responsible party's agents, employees, successors and assigns, harmless from and against any claim, damage or expense (including reasonable attorneys' fees) arising from or related to any accident, injury or death of any person, or damage or destruction of property, arising from or in connection with the responsible party's use of the Easement. Such indemnification shall survive the termination of this Agreement.
4. **Maintenance**: Grantees shall arrange for and are responsible for the maintenance, and all associated costs with the Easement.
5. **Grantors' Reserved Rights**: The Grantors reserve the right to use the easement area for purposes which will not interfere with Grantees' enjoyment of the rights



hereby granted, provided that Grantors shall not erect or construct any building or other permanent structure in the easement area without the written permission from the Grantees

6. **Binding Effect:** This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors, assigns and personal representatives.
7. **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of Iowa.
8. **Attorney's Fees:** To the extent permitted by applicable law, if any claim, demanded or litigation is commenced to enforce the terms of this Agreement, the prevailing party in such proceeding shall be entitled to recover costs and reasonable attorneys' fees incurred with respect to the proceeding.
9. **Entire Agreement:** This is the entire agreement of the Parties as to the subject matter hereof and supersedes all prior negotiations and agreements. No amendment to this agreement is valid unless in writing signed by the parties. If any provision of this agreement is held invalid, the remaining provisions of this agreement shall remain in full force and effect as if that invalid provision had not been included herein. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gendered according to the context. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

DATED ON THIS 8<sup>th</sup> DAY OF June, 2020.

**GRANTORS:**

John J. Gehring  
John J. Gehring

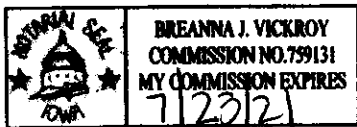
Amber L. Gehring  
Amber L. Gehring

**GRANTEES:**

John J. Gehring  
John J. Gehring

Amber L. Gehring  
Amber L. Gehring

Subscribed and sworn to before me on this 8<sup>th</sup> day of June, 2020 by John J. Gehring and Amber L. Gehring.



Breanna J. Vickroy  
Notary Public, in and for the State of Iowa

