

Washington County Iowa
Jo Greiner - Recorder
Instrument #2012-2147
06/14/2012 @01:35 PM # Pages: 3
EASE EASEMENTS
Total Fees: \$17.00

Book: 2012 Page: 2147

Prepared by and return to: Douglas L. Tindal, 305 W. Main St.-Suite A, Washington, Iowa 52353 319-653-2159

DRIVEWAY ACCESS EASEMENT

THIS AGREEMENT is made this 12 day of June, 2012, by Ramona M. Byerly, single, hereinafter referred to as Grantor, and Keith A. Byerly and Cheryl L. Byerly, husband and wife, hereinafter referred to as Grantees:

1. **Introduction.** Grantor is the owner of the following-described real estate:

Lot 1 of Byerly Cattle Company Subdivision in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Seventy-five (75) North, Range Six (6) West of the Fifth (5th) Principal Meridian, Washington County, Iowa, containing 2.36 acres, more or less, of which approximately 0.53 acre is public road right of way, as shown by the Plat of Survey recorded in Plat Book 25, Page 120, in the Office of the Washington County Recorder.

Grantees are the owners of the following-described real estate which adjoins Grantor's real estate:

Lot 2 of Byerly Cattle Company Subdivision in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Seventy-five (75) North, Range Six (6) West of the Fifth (5th) Principal Meridian, Washington County, Iowa, containing 6.04 acres, more or less, of which approximately 0.86 acre is public road right of way, as shown by the Plat of Survey recorded in Plat Book 25, Page 120, in the Office of the Washington County Recorder.

Grantees are also purchasing by installment contract an undivided one-half interest in certain real estate described in that Contract, as it is now recorded on this date.

2. **Driveway Easement.** Grantor hereby grants a permanent easement to Grantees for the use of the existing driveway on Grantor's property (Lot 1) to access Grantees' adjoining real estate for domestic and agricultural purposes. Said driveway traverses Grantor's real estate northerly to southerly, with varying width, and affords access from a Washington County road known as "Old White Way," said driveway being depicted on the survey attached hereto.

3. **Maintenance and Repair.** Grantees, their heirs and assignees, and Grantor, her heirs and assignees, agree to be equally responsible for maintaining the gravel surface on, and repairing said driveway.

4. **Maintenance Standards.** Grantees and Grantor covenant and agree with each other to maintain in good condition and repair, or cause to be maintained and kept from repair, the easement area. The obligation to maintain, repair and keep and repair the easement area, shall, without limiting the generality herein intended, include the following:

- (a) Maintaining the surfaces at grades and levels so they may be used and enjoyed as contiguous and homogenous common areas, and maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or of similar quality, use and durability;
- (b) Removing all debris, snow, ice, and refuse necessary to keep the easement area in a neat, clean, and orderly condition.

5. **Maintenance Dispute.** If any dispute arises regarding the maintenance or repair of said easement, the parties agree they will submit the dispute to mediation; and if that mediation is not successful, either party may institute legal action to resolve the dispute. The parties further agree that if any court action is instituted, the court shall award to the prevailing party reasonable attorney fees and costs associated with litigation.

6. **Easement and Rights to Run With Land.** The easements and rights described herein are to, and shall run with the land, and inure to the benefit of Grantees, their successors and assigns, invitees, guests, contractors, agents, and representatives.

7. **Compliance with Laws and Regulations - Indemnification.** Grantees and Grantor covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to failure to maintain their respective properties in a safe and lawful condition.

Dated this 12 day of June, 2012.

GRANTOR:

Ramona M. Byerly
Ramona M. Byerly

GRANTEES:

Keith A. Byerly
Keith A. Byerly

Cheryl L. Byerly
Cheryl L. Byerly

STATE OF IOWA, COUNTY OF WASHINGTON, ss.

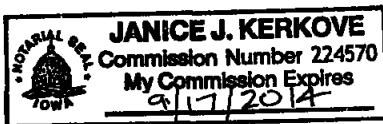
On this 12 day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ramona M. Byerly, single, to me known to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same as his voluntary act and deed.



Mary C. Mitchell
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON, ss.

On this 7th day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith A. Byerly and Cheryl L. Byerly, husband and wife, to me known to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Janice J. Kerkove
Notary Public in and for the State of Iowa