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STATE OF IOWA
COUNTY OF JEFFERSON
Filed for Record JAN 23 2006
at 4:17 o'clock P M.
Image record 2006-0193
Charlotte M. Fleig Recorder

Prepared by: Jeffrey D. Thomas Bainter & Thomas Law Office
100 East Clay St., Mt. Pleasant, IA 52641 (319) 385-0740

Return to: Pilot Grove Savings Bank
P.O. Box 617
Mt. Pleasant, IA 52641-0617
EASEMENT AND AGREEMENT

This Easement and Agreement is made and entered into this 20 day of January, 2006, by and between Josh Robinson, a single person, hereinafter referred to as the "First Party"; and Hazel Stutzman, an unmarried widow, hereinafter referred to as the "Second Party";

WITNESSETH:

WHEREAS, the First Party is the owner of the following described real property located in Jefferson County, Iowa, to-wit:

Auditor's designated Parcel "A" lying in the Southwest Quarter of the Northwest Quarter of Section 14, Township 71 North, Range 8 West of the Fifth Principal Meridian in Jefferson County Iowa, more particularly described as follows:

Begin at the northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 14; thence run South 00° 00' 00" West along the east line of the Southwest Quarter of the Northwest Quarter of said Section 14 for 544.55 feet; thence run North 80° 10' 50" West for 194.24 feet; thence run North 00° 29' 50" East for 508.47 feet to the north line of the Southwest Quarter of the Northwest Quarter of said Section 14; thence run North 89° 05' 17" East for 187.01 feet to the Point of Beginning containing 2.29 acres including 0.68 acre of presently established county road easement.

Note: The east line of the Southwest Quarter of the Northwest Quarter of said Section 14 is assumed to bear due North-South.

hereinafter referred to as "Property of the First Party"; and

WHEREAS, the Second Party is the owner of the following described real property located in Jefferson County, Iowa, to-wit:

The Southwest Quarter of the Northwest Quarter of Section Fourteen (14), Township Seventy-one (71) North, Range Eight (8) West of the 5th P.M., Jefferson County, Iowa, subject to Easement to Jefferson County, Iowa for road purposes, and Easement to Michigan-Wisconsin Pipe Line Company, Except

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hereinafter referred to as "Property of the Second Party"; and

WHEREAS, the First Party and Second Party, respectively, are seeking to obtain mutual permanent easements on the property of the other for the purpose of ingress and egress across a shared driveway,

WHEREAS, the First Party is willing to grant to the Second Party, it's successors and assigns, a permanent easement for the purpose of ingress and egress across a shared driveway located on the Property of the First Party,

WHEREAS, the Second Party is willing to grant to the First Party, it's successors and assigns, a permanent easement for the purpose of ingress and egress across a shared driveway located on the Property of the Second Party; and all being subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

DRIVEWAY AGREEMENT

1. The First Party hereby grants, assigns and sets over to the Second Party, it's successors and assigns, a permanent easement on the Property of the First Party, for the purpose of ingress and egress, over and across a shared driveway located on the Property of the First Party, such easement to include the driveway as currently constructed and to be thirty (30) feet in width on the Property of the First Party. (See attached Exhibit A showing location of driveway) The permanent easement shall run with the land and shall be binding upon the heirs, successors and assigns of the First Party.

2. The Second Party hereby grants, assigns and sets over to the First Party, it's successors and assigns, a permanent easement on the Property of the Second Party, for the purpose of ingress and egress, over and across a shared driveway located on the Property of the Second Party, such easement to include the driveway as currently constructed with approximately one-half of the thirty (30) feet in width on the Property of the First Party and one-half on the property of the Second Party. (See attached Exhibit A showing location of driveway) The permanent easement shall run with the land and shall be binding upon the heirs, successors and assigns of the Second Party.

3. The First Party and the Second Party agree that the driveway shall be maintained with a gravel finish, and further that the cost of all maintenance shall be divided equally between the First Party and the Second Party. In the event that the First Party or the Second Party provide the labor for such maintenance, then the cost of such services shall be the same as could be reasonably expected for such services by a third party in the business of providing such services. Each Party shall be responsible for the clearing of snow for their respective uses of the driveway and each Party agrees that said clearing will be in a manner as to not block the other Party's use of the driveway.

4. The First Party and the Second Party shall each be responsible for acquiring and maintaining adequate liability coverage on their respective property interest and the easement premises.

5. The First Party, their heirs, successors and assigns, shall hold the Second Party and it's successors and assigns harmless from any claim or damages resulting from the negligent use of the shared driveway by the First Party and the First Party's heirs, successors and assigns and any other party claiming a cause of action under the First Party's negligent use of the easement premises.

6. The Second Party, their heirs, successors and assigns, shall hold the First Party and it's successors and assigns harmless from any claim or damages resulting from the negligent use of the shared driveway by the Second Party and the Second Party's heirs, successors and assigns and any other party claiming a cause of action under the Second Party's negligent use of the easement premises.

7. The easement herein created shall run with the land and shall be for the benefit, use and enjoyment of the First Party and the Second Party as described herein, and the real estate of the First Party and the Second Party shall be subject to said easement and agreement, it being the intent to create a perpetual easement and agreement.

Dated this 20 day of January, 2006.

FIRST PARTY :


Josh Robinson

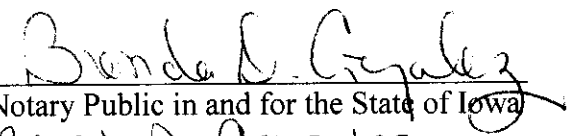
SECOND PARTY :


Hazel Stutzman

State of Iowa)
) ss.
County of Henry)

On this 20th day of January, 2006 before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Josh Robinson;
Hazel Stutzman

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa
Brenda D. Gonzalez
my commission expires: 6-6-08

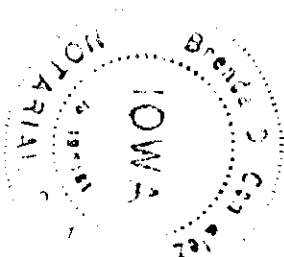


Exhibit "A"

WARNER ENGINEERING ASSOCIATES INC.
102 S. Saunders Ave., Mount Pleasant, IA 52641 Ph: (319) 395-4180

Plot Prepared By: William L. Perry, Iowa L.S. No. 5145

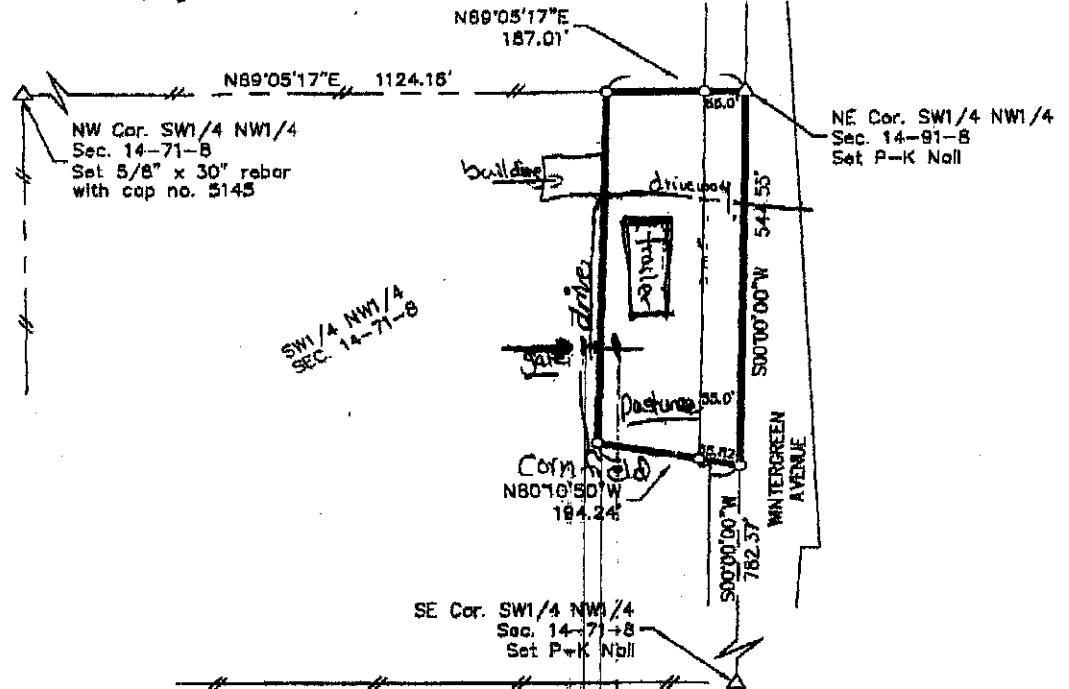
PLAT OF SURVEY REQUESTED BY CLIFF HUNSAKER
PROPRIETOR: HAZEL A. STUTZMAN

Legend:

- △ ---Set U.S. Public Land Survey Corner
- ---Set 5/8" x 30" rebar with Cap No. 5145
- existing Fence line

400 0 400 800 Feet

Scale: 1" = 400'

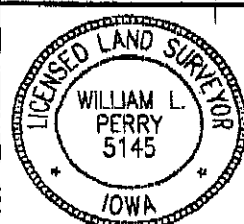


DESCRIPTION:

Auditor's designated Parcel "A" lying in the Southwest Quarter of the Northwest Quarter of Section 14, Township 71 North, Range 8 West of the Fifth Principal Meridian in Jefferson County, Iowa, more particularly described as follows:

Begin at the northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 14; thence run South 00°00'00" West along the east line of the Southwest Quarter of the Northwest Quarter of said Section 14 for 544.55 feet; thence run North 80°10'50" West for 194.24 feet; thence run North 00°29'50" East for 508.47 feet to the north line of the Southwest Quarter of the Northwest Quarter of said Section 14; thence run North 89°05'17" East for 187.01 feet to the Point of Beginning containing 2.29 acres including 0.68 acre of presently established county road easement.

Note: The east line of the Southwest Quarter of the Northwest Quarter of said Section 14 is assumed to bear due North-South.



Certification:

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William L. Perry Date Dec 14, 2005

License number 5145

My license renewal date is Dec 31, 2010

Pages or sheets covered by this seal 1 thru 1

PLAT OF SURVEY

PARCEL "A"
LYING IN THE SW1/4 OF THE
NW1/4 OF SEC. 14-71-8
JEFFERSON COUNTY, IOWA

| | | |
|--|-----------------------|--------------|
| DRAWN BY J. Melvin | DATE PLOTTED 12-14-05 | |
| FIELD DATA ADJCD | FIELD WORK DATES | SHEET 1 OF 1 |
| PROJECT NUMBER | DATE 12-14-05 | |
| CAD FILE: C:\P\5145124-Hunsaker\log\Hunsaker | | |