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LOUISA COUNTY  
LEANNE BLACK  
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EAS EASEMENT  
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## **EASEMENT AGREEMENT**

### **Recorder's Cover Sheet**

**Preparer Information:**

Eric Kann, 203 Johnson St, Elkader, IA 52043, Phone: (563) 245-6871

**Return Document To:**

Al Taylor, C.J. Moyna & Sons, Inc., 24414 Hwy 13, Elkader, IA 52043

**Grantors:**

Dorothy F. Olson  
Carolyn J. Kundel  
Roger F. Olson

**Grantees:**

C.J. Moyna & Sons, Inc.

**Legal description:** See Page 2

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

# EASEMENT AGREEMENT

THIS AGREEMENT is between Dorothy F. Olson, Carolyn J. Kundel, and Roger F. Olson, (GRANTORS), and C.J. Moyna & Sons, Inc., (GRANTEE). For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **GRANTOR'S PROPERTY.** The Grantors property is legally described as:

The Northeast Quarter of Section 21, Township 75 North, Range 3 West of the 5<sup>th</sup> P.M., in Louisa County, Iowa, EXCEPT a tract of Real Estate described as commencing at the Northeast corner of said Section 21, Township 75 North, Range 3 West of the 5th P.M., in Louisa County, IA; thence South 01 degrees 00' 30" West 1309.00 feet along the section line; thence North 88 degrees 59' 30" West 71.70 feet to the Westerly right of way of U.S. Highway No. 61, the point of beginning; thence South 00 degrees 11' 30" West 470.00 feet along said highway right of way; thence South 10 degrees 19' 00" East 101.94 feet along said highway right of way; thence South 01 degrees 00' 36" West 200.11 feet along said highway right of way; thence South 44 degrees 01' 24" West 109.60 feet along said highway right of way; thence South 03 degrees 47' 36" East 71.90 feet along said highway right of way; thence North 80 degrees 20' 00" West 248.95 feet; thence North 81 degrees 45' 00" West 275.98 feet; thence North 06 degrees 10' 30" East 122.77 feet; thence South 83 degrees 49' 12" East 137.17 feet; thence North 00 degrees 00' 00" East 153.36 feet; thence South 90 degrees 00' 00" East 123.70 feet; thence North 00 degrees 00' 00" East 111.18 feet; thence South 90 degrees 00' 00" East 99.15 feet; thence North 47 degrees 20' 30" East 197.40 feet; thence North 01 degrees 00' 30" East 335.00 feet; thence South 88 degrees 59' 30" East 53.30 feet to the point of beginning, containing 5.05 acres, more or less, subject to a temporary easement to construct a driveway to said tract, also subject to gas pipeline easement and any other easements or agreements of record.

2. **GRANTEE'S PROPERTY.** The Grantors are conveying to Grantee real estate described as Revised Parcel "D" in Louisa County via Warranty Deed, and is legally described as:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 3 WEST OF THE 6TH P.M., LOUISA COUNTY, IOWA, BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21; THENCE SOUTH 89°01'37" WEST 311.35 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21; THENCE NORTH 00°37'37" WEST 895.27 FEET; THENCE SOUTH 88°05'33" EAST 413.44 FEET; THENCE SOUTH 40°44'14" EAST 575.18 FEET; THENCE SOUTH 02°42'37" EAST 427.76 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21; THENCE SOUTH 88°27'57" WEST 487.87 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. REVISED PARCEL "D" CONTAINS 14.00 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD.

3. **AGREEMENT.** Grantors hereby give to Grantee, their heirs, successors, and assigns, a permanent ingress and egress easement for vehicles at least thirty (30) feet wide across the property owned by Grantors, their heirs, successors, and assigns. There shall be no limit as to the use of the easement by Grantee or their licensees or invitees; however, their use shall be reasonable. Grantee shall be responsible for maintenance of the easement and for all improvements that Grantee desires to utilize for the easement. Maintenance allowed shall include, but not be limited to: mowing, cutting, clearing, and spraying of all types of vegetation that inhibit ingress or egress; installing or replacing any water drainage components; rocking, paving, or grading the easement; or the removal of snow or storm debris. Grantors agree not to erect any buildings, structures, or other objects upon or across the easement.
  
4. **EASEMENT LOCATION.** The exact location of the easement shall be generally listed herein and is subject to the subsequent agreement of parties and subject to the least restrictive method of ingress and egress subject to geographical considerations. Generally the easement shall start from where the Westerly R.O.W. U.S. Highway 61 intersects with Grantor's property in close proximity to the Northeast corner of Section 21, Township 75 North, Range 3 West of the 5<sup>th</sup> P.M., in Louisa County, Iowa; then Southwesterly along the Westerly R.O.W. U.S. Highway 61 line of Grantors of the NE ¼ of the NE ¼ listed as Tract A to the intersection of the Westerly R.O.W. U.S. Highway 61 of Tract A to Tract D, then following the border of Tract D Northwest, then West, then Southwest, then East along the property line for Tract D until reaching Revised Parcel "D". Generally described easement area is highlighted on the attached plat, and is labeled as Exhibit A.

5. **SUCCESSORS.** This Easement Agreement shall constitute a covenant running with the land and shall have no expiration date or term. All rights and obligations created by this Easement Agreement grant shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of both Grantor and Grantee.
6. **ENTIRETY.** This Easement Agreement states the entire agreement of the parties and no other agreements shall be binding, except if the actual easement location needs to be slightly altered.
7. **MISCELLANEOUS.** This Easement Agreement may be amended by a written agreement signed by all of the parties in current ownership of the benefited and burdened properties and the agreement will only be effective if recorded. The laws of the State of Iowa shall govern this Easement Agreement.

DATED THIS 7<sup>th</sup> DAY OF October, 2015.

Dorothy F. Olson  
Dorothy F. Olson

Allen H. Moyna CEO  
C. J. Moyna & Sons, Inc.  
Authorized Representative

Carolyn J. Kundel  
Carolyn J. Kundel

Roger F. Olson  
Roger F. Olson

STATE OF Iowa COUNTY OF Pottawattamie

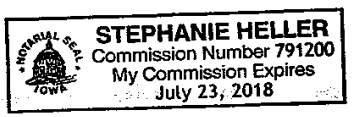
On this 7 day of October, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **DOROTHY F. OLSON**, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Stephanie Heller  
Notary Public in and for said State

STATE OF Iowa COUNTY OF Pottawattamie

On this 7 day of October, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **CAROLYN J. KUNDEL**, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Stephanie Heller  
Notary Public in and for said State

STATE OF Iowa COUNTY OF Pottawattamie

On this 7 day of October, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **ROGER F. OLSON**, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Stephanie Heller  
Notary Public in and for said State

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, a **C. J. MOYNA & SONS, INC. AUTHORIZED REPRESENTATIVE** to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State