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**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

Grant of Access Easement



Return To: Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736

Taxpayer: St. John's Lutheran Church of Dundee, Iowa, P.O. Box 158, Dundee, IA 52038

Preparer: Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736

For the consideration of One Dollar and other valuable consideration, Steven A. Francois and Camille E. Francois, husband and wife, hereby grant to St. John's Lutheran Church of Dundee, Iowa, a/k/a St. John's Evangelical Lutheran Church of Dundee, Iowa, a perpetual easement for ingress and egress over and along the existing gravel lane located across Grantors' property legally described as:

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty (20), and the North One-Half (N ½) of the Northwest Quarter (NW ¼) of Section Twenty (20), except Parcel 2023-102, all in Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa.

Said easement commences at 132nd Street and runs generally northerly across said property, and directly west of Parcel 2023-101 of Section 20-T90N-R6W, Delaware County, Iowa, according to plat recorded in Book 2023, Page 3005. Said easement follows the existing traveled gravel lane as it lies on the ground as of the date of this instrument, to provide access to lands lying north thereof, including Parcels 2023-100 and 2023-102 of Section 20, Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa. This property is now known as the Morris Wildlife Refuge, and it is expressly understood that access is granted for Grantee, its successors and assigns, including use by the general public, invitees, and permittees for purpose of accessing the wildlife refuge.

The easement shall follow the traveled portion of the existing gravel lane as historically used, including any minor deviations in alignment or width.

The easement area shall be considered to extend ten (10) feet to the west of the centerline of the existing traveled way for purposes of ingress, egress, maintenance, repair, drainage, and snow removal.

Maintenance. Grantee, and its successors and assigns, shall be solely responsible, at its cost and expense, for the maintenance, repair, grading, drainage, snow removal, and for any improvement that is made to the easement area.

Non-Interference. Grantors, and their successors and assigns, shall not block, materially damage, or interfere with the easement area in a manner that unreasonably impairs Grantee's rights of ingress and egress. In the event Grantors, their successors and assigns, their lessees, contractors, or other agents materially damage the easement area, Grantors shall be responsible for restoring the damaged portion to substantially the same condition that existed immediately prior to such damage.

Indemnification. Grantee, and its successors and assigns as owners or controllers of the dominant estate, agree to indemnify and hold harmless Grantors and their successors and assigns from and against any and all claims, demands, damages, losses, or liabilities for injury to persons or damage to property occurring within the easement area and/or arising from, or due to the use, condition, or maintenance of the easement area by the dominant estate, except to the extent caused by the acts or omissions of Grantors, their successors or assigns.

Running Covenant. The obligations set forth in this section are appurtenant to and shall run with the dominant estate, and shall bind each successive owner or lawful occupant of the dominant estate exercising rights under this Easement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate described in this easement.

Dated: ^{AS} ~~July~~ 17, 2026

Steven A. Franco
Steven A. Franco, Grantor

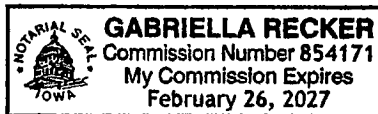
Dated: ^{AS} ~~July~~ 17, 2026

Camille E. Franco
Camille E. Franco, Grantor

STATE OF IOWA, COUNTY OF ~~DELAWARE~~ ss:

Clayton

This record was acknowledged before me on this 17 day of ~~July~~ ^{August} 2026 by Steven A. Franco, and by Camille E. Franco, husband and wife.



Gabriella Recker
Signature of Notary Public