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LISA SMITH, COUNTY RECORDER
MADISON IOWA

RIGHT OF WAY EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John E. Casper, 223 E. Court Avenue, PO Box 67, Winterset, Iowa 50273 515-462-4912

Taxpayer Information: (name and complete address)

Dale and Melissa Callstrom

8396 Shields Court

Lonsdale, Minnesota 55046

✓ **Return Document To:** (name and complete address)

John E. Casper

P.O. Box 67

Winterset, Iowa 50273

Grantors:

Rick G. Mortoza

Angela M. Mortoza

Grantees:

Dale Callstrom

Melissa Callstrom

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Rick G. Mortoza and Angela M. Mortoza, husband and wife, hereafter called the Grantors, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, do hereby grant to Dale Callstrom and Melissa Callstrom, husband and wife, their successors and assigns, hereafter called the Grantees, the perpetual right and easement to enter upon, over and along the following described property situated in Madison County, Iowa, to-wit:

Commencing at the Southeast corner of Parcel "D" located in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 25.55 acres, as shown in Plat of Survey filed in Book 2006, Page 2207 on May 31, 2006, in the Office of the Recorder of Madison County, Iowa; thence South 89°31'39" East 200 feet; thence North 00°01'49" West 200 feet; thence North 89°31'39" West 200 feet; thence South 00°01'49" East 200 feet to the point of beginning,



for use of this real estate as an ingress and egress private right-of-way to the Grantees' real estate described below and, incident thereto, to maintain at the Grantees' cost this real estate for the purposes related to this Grant.

The Grantors warrant and covenant to the Grantees that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above described land; have full right and authority to validly grant this easement; and, the Grantees may quietly enjoy their estate in the premises.

Grantees are given the right to trim, cut and clear away any trees, limbs and brush located on the above described easement property (or adjacent to which overhang the same) and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in their judgment such will interfere with the use of the right-of-way as access to the Grantees' real estate legally described as:

Parcel "D" located in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 25.55 acres, as shown in Plat of Survey filed in Book 2006, Page 2207 on May 31, 2006, in the Office of the Recorder of Madison County, Iowa.



In consideration of such grant, Grantees agree the Grantors reserve the right to use the easement area as access to the Grantors' real estate; the Grantees agree not to fence-in the easement area; the Grantees shall timely maintain the easement area to ensure erosion control thereon and the maintenance of any culverts or similar structures; and, the

Grantees agree not to change or disturb the real estate grade or to hard-surface the easement area. Incident to the Grantees' use of this easement, the Grantees, their successors and assigns shall not have the right to file any mechanic's lien against the Grantors' premises for repairs or maintenance performed to the easement right of way by themselves or any other person including a contractor or subcontractor acting on their behalf. The Grantees, their successors and assigns shall give proper notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any repairs or maintenance on the easement premises.

The Grantors and Grantees covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements, except partition fencing and culvert-type structures, will be erected upon or along the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 21 day of December, 2007.

Grantors:

Rick G. Mortoza
Rick G. Mortoza

Angela M. Mortoza
Angela M. Mortoza

STATE OF IOWA :

:SS

MADISON COUNTY:

Grantees:

Dale Callstrom
Dale Callstrom

Melissa Callstrom
Melissa Callstrom

On this 27 day of December, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick G. Mortoza, Angela M. Mortoza, Dale Callstrom and Melissa Callstrom, 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.

Cindy M. Shahan
Notary Public in and for the State of Iowa

