

FILED NO. **007496**

BOOK **143** PAGE **337**

2000 DEC 12 PM 3:43

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ **15⁰⁰**
AUD \$
R.M.F. \$ **1⁰⁰**

COMPUTER ☒
RECORDED ☒
COMPARED ☐

Preparer JOHN E. CASPER 223 E. COURT AVENUE, WINTERSSET, IA 50273 TELEPHONE: (5195) 462-4912
Information

RIGHT OF WAY ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Larry A. Wisecup and Diane K. Wisecup, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to Dennis Phillips and Peggy Phillips, individually and jointly, hereafter called the Grantee, and to their successors and assigns, the perpetual and nonexclusive right and easement to have access over, along and under and to construct, install, use, repair, maintain, operate, inspect, patrol and remove utilities including gas, water, electrical and other utilities including the equipment and accessories for the same and all necessary appurtenances and the right of ingress and egress as may be reasonably necessary for the convenient construction, use, repair, maintenance, operation, inspection, patrolling, replacement and removal of these utility uses over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

Commencing at the Southwest Corner of the Southwest Quarter of Section Seventeen (17), Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, thence Sixty feet (60') North, thence Twenty feet (20') East, thence Sixty feet (60') feet South, thence Twenty feet (20') feet West to the Point of Beginning,

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement.

Grantee is given the right at their cost to trim, cut and clear away any trees, limbs and brush, whether 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 its judgment such will interfere with or endanger the construction, operation or maintenance of the right-of-way or utilities; and, at their cost to renew, replace, and to otherwise change the utilities or any part thereof and all appurtenances thereto and the location thereof within the easement property.

In consideration of such grant, Grantee agrees it will restore to grade the real estate or repair any damage which may be caused to this real estate by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the right-of-way or the utilities.

The Grantor shall be responsible for the initial installation of a legal fence upon and along the North and East boundaries of the above described easement area. The Grantee, their successors and assigns shall thereafter be responsible for the maintenance, repair and replacement of this legal fence. The Grantee, their successors and assigns, shall be responsible at their cost for any rock or other all weather surface installed as part of the right of way access.

The parties 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 will be erected upon the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling.

The Grantor reserves to themselves, their successors and assigns, the right of access over and along the above described easement property as access to their adjoining lands. Any gates installed in the North or East boundary fence of this easement property to exercise this right of access shall be installed, maintained and replaced by the Grantor, their successors and assigns at their cost.

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 12th day of December, 2000.

Grantor:

Larry A. Wisecup
Larry A. Wisecup

Diane K. Wisecup
Diane K. Wisecup

Grantee:

Dennis Phillips
Dennis Phillips

Peggy L. Phillips
Peggy Phillips

STATE OF IOWA :

:SS

MADISON COUNTY:

On this 12th day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry A. Wisecup and Diane K. Wisecup and Dennis Phillips and Peggy Phillips 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.



Connie Harvey
CONNIE HARVEY Notary Public