

EASEMENT AGREEMENT

FILED NO. 1611
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1975 NOV -5 PM 1:04

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA*Fee \$ 50*

KNOW ALL MEN BY THESE PRESENTS:

We, Robert Boyd and Marjorie Boyd, husband and wife, of the City of St. Charles, County of Madison, State of Iowa, herein after referred to as grantors, in consideration of \$500.00, receipt of which is acknowledged, and the prospective benefits to be derived by reason of locating, establishing, constructing, and maintaining a certain road or driveway, as herein after described, do hereby grant and convey unto Harry Watts and Patrick Corkrean, hereinafter referred to as grantees, one right of way easement upon a tract of land described as follows:

Commencing at the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., and running thence East 30 feet, thence Northwesterly to a point 30 feet North of the point of beginning, thence South 30 feet to the point of beginning.

The easement hereby granted is for the use and benefit of a tract of land adjacent to the above described Real Estate and described as follows:

The West Twelve (12) acres of the North One-Half (1/2) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-Six (36), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M.,

which said tract is owned by the grantees herein.

The Right of Way Easement hereby conveyed is for the sole purpose of locating, establishing, constructing, maintaining and repairing over and across the above described land of the grantors

a certain driveway or road for ingress and egress to and from the said tract owned by the grantees. The grantee agrees to bear all costs and expenses incident to and arising out of the conveyance of the easement pursuant to the terms herein.

The grantee agrees in a proper, workman-like manner to maintain the right of way at all times in good repair.

The grantor expressly reserve the right, at their own risk, to enter upon this easement, and upon the driveway or road to be constructed thereon, and at such other points as may be agreed upon by the parties, for the purpose of having access to and the full use of the right of way herein granted. Said use of the right of way is to be at no cost to the grantor.

The parties agree that Grantees shall establish, construct and maintain in good repair at all times the fence running from the point 30 feet East of the above described point of beginning of grantors property, thence to the point 30 feet North of the point of beginning, except for the gates across any entrances onto this right of way established by the grantor and located as mutually agreed upon by the parties.

The easement granted by this agreement shall run with the grantor's land and the title thereto and be binding on the heirs, personal representatives, executors and assigns of the parties.

The grantee expressly agrees to hold harmless the grantor from all liability including personal injury and property damage involving any person arising out of the locating, establishing, construct, maintaining and utilization of the right of way easement

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and to indemnify the grantor for any and all costs attributable to the same.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of October, 1975.

Robert J. Boyd
ROBERT BOYD

Harry Watts
HARRY WATTS

Marjorie Boyd
MARJORIE BOYD

Patrick Corkrean
PATRICK CORKREAN

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 24th day of October, 1975 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert J. Boyd, Marjorie Boyd, Harry Watts and Patrick Corkrean 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.

John E. Casper
NOTARY PUBLIC

