

Warren County, Iowa  
Polly J. Glascock Recorder  
Fee Book 2013-5083  
05/30/2013 @01:46PM # Pages 3  
XE EASEMENTS  
Total Fees: \$17.00

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### PERMANENT ACCESS EASEMENT

For, and in consideration of One and no/00 Dollars (\$1.00) receipt of which is hereby acknowledged, Lemar Koethe and Jennifer Koethe, husband and wife, (hereinafter, referred to as the "Grantor") owners of the following described property situated in Warren County, Iowa, to wit:

The Northerly 18.00 feet of the following described property:

NW ¼ of the SE ¼ and the West 370 feet North of the North River of the NE ¼ of the SE ¼ except that part south of the North River in Section 10, Township 77 North, Range 24 West of the 5<sup>th</sup> P.M., Warren County, Iowa

hereby grants and conveys to the James and Martha A. Schaer, (hereinafter, referred to as the "Schaer"), a Permanent Easement under, over, through, and across the above-referenced property (hereinafter referred to as the "Permanent Easement Area") for the purpose of gaining access to the following described property owned by Schaer:

NE ¼ SE ¼ except the West 370 feet North of the North River and the SE ¼ SE ¼ North of the North River in Section 10, Township 77 North, Range 24 West of the 5<sup>th</sup> P.M., Warren County, Iowa

(Such Easement is hereinafter referred to as the "Permanent Easement".)

Mr. James Schaer, his successors and or assigns will be able to cross the Northern part of the following 2 parcels: 0500010025 and 05000100840, with his machinery or equipment to get to his property.

The Permanent Easement shall be subject to the following terms and conditions:

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1. Erection of Structures. Grantor shall not erect any structure over or within the Permanent Easement Area without obtaining the prior written consent of Schaer.
2. Conflicting Easements Prohibited. Grantor shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of Schaer
3. Maintenance. Schaer shall be privileged, at her expense, to maintain a roadway across the Permanent Easement Area; however, Schaer shall be responsible for the installation of gates at the terminal points of said roadway and the furnishing of padlocks therefor, and keep said gates locked when not in use. The roadway shall be maintained at all times by Schaer. Any crop damage caused by said roadway to the Grantors' land shall be paid by Schaer to the Grantor.
4. Right of Access. Schaer shall have a permanent right of access to the Permanent Easement Area and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Permanent Easement Area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the Permanent Easement Area.
5. Duty to Repair. Schaer agrees that any drain tile, drive or access way, fence, yard, or other improvement which may be damaged as a result of any entry made through an exercise of Schaer's right of access shall be repaired at no expense to Grantor.
6. Easement Runs With Land. The Permanent Easement shall be deemed to run with the land, shall benefit Schaer, her successors and assigns, and shall be binding on Grantor and on Grantor's successors and assigns.
7. Intention of Use of Words and Phrases. Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

Signed this 14th day of May, 2013

GRANTOR

Jennmar Koehn

Jennifer Koehn

State of Iowa, County of Polk: