

>
Calhoun County Recorder
Kathy Bennett
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E EASEMENT
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Total Fees: \$34.00

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ACCESS EASEMENT

This Easement Agreement ("Easement") is made and entered into this 2nd day of August, 2010 by and between Kent Pudenz, an individual ("Grantor"), and Pudenz Farm Company, an Iowa Corporation ("Grantee").

RECITALS

A. Grantor is the owner of the real estate legally described on the attached Exhibit A in Calhoun County, Iowa ("Grantor's Property").

B. Grantee is the owner of the real estate legally described on the attached Exhibit B in Calhoun County, Iowa ("Grantee's Property").

C. Grantor's Property lies immediately adjacent and to the north of Grantee's Property, and Grantor's Property contains a driveway appurtenant to a public right-of-way that provides convenient access to Grantor's Property.

D. Grantee desires to acquire an easement for the benefit of Grantee over a portion of Grantor's Property described in Exhibit C ("Easement Area") attached hereto and incorporated by this reference, for the purpose of providing ingress and egress access to Grantee's Property from the aforementioned public right-of-way, and Grantor is willing to grant such an easement to Grantee, on the terms and conditions set forth in this Easement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and in consideration of \$1.00 and other valuable consideration paid, receipt of which is hereby acknowledged, the parties covenant and agree for themselves, and their heirs, successors and assigns, as follows:

1. Grantor hereby grants a permanent, non-exclusive access easement for ingress and egress over, on and across the Easement Area to Grantee, for the benefit of Grantee and its assigns and invitees and for the benefit of the owner(s) of Grantee's Property, and Grantor hereby reserves the non-exclusive right to use such Easement Area for the benefit of Grantor and the owners and occupants thereof and its employees, agents, and invitees.

2. The parties hereto understand covenant and agree that Grantee is permitted to use the Easement Area on a non-exclusive basis as a means of access to 390th Street, which lies along the northern boundary of Grantor's Property.

3. The parties hereto further covenant and agree that Grantor and Grantee shall share the costs of maintaining the Easement Area in proportion to their respective percentage of use thereof.

4. Grantor does hereby confirm unto Grantee that Grantor is well-seized in fee of the lands encompassed within said Easement Area and that Grantor has the right and lawful authority to grant the easement herein granted.

5. The easement granted in this Easement shall be perpetual and the covenants herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties to this Easement and their respective heirs, personal representatives, successors, assigns and the successor owners of Grantor's Property and Grantee's Property.

6. The parties hereto understand, covenant and agree that this Easement shall be governed by and construed in accordance with the laws of the State of Iowa.

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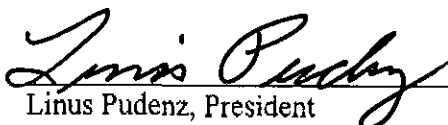
IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first above written.

GRANTOR:


KENT PUDENZ

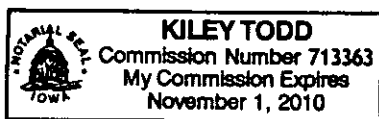
GRANTEE:

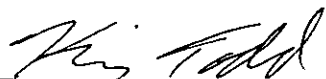
PUDENZ FARM CO.

By: 
Linus Pudenz, President

STATE OF IOWA)
COUNTY OF Ida)ss.

On this 20th day of July 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared KENT PUDENZ, to me known to be the identical person named in and who executed the foregoing instrument and acknowledge that he executed the same as his voluntary act and deed.




Notary Public

STATE OF IOWA NE)
COUNTY OF DOUGLAS)ss.

On this 2nd day of Aug. 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared LINUS PUDENZ, to me known to be the identical person named in and who executed the foregoing instrument on behalf of PUDENZ FARM CO. and acknowledge that he executed the same as his voluntary act and deed.




Notary Public

Exhibit A
Grantor's Property

The North Half of the North 41.25 acres in the Fractional West Half of Section 31, Township 86 North, Range 34 West of the 5th P.M., Calhoun County, Iowa, consisting of approximately 20 acres more or less

Exhibit B
Grantee's Property

The South Half of the North 41.25 acres in the Fractional West Half of Section 31, Township 86 North, Range 34 West of the 5th P.M., Calhoun County, Iowa, consisting of approximately 20 acres more or less

Exhibit C

Easement over, on and across a strip of ground on Grantor's Property that is twenty (20) feet in width, extending from the driveway on Grantor's Property that is appurtenant to 390th Street to Grantee's Property, with the exact location of that strip to be determined by the owner of Grantor's Property