

02366

FILED July 5, 2000 3:53 P.M.
 RECORDED Misc BK 260 PG 129-130
 MILLS COUNTY RECORDER/REGISTRAR

Indexed
 Recorded
 Mills Co

ROBERTA DASHNER

FEE \$ 10.00
 BMP \$ 2.00

Prepared by: Richard C. Swenson, 26 North Walnut Street, Glenwood, Iowa 51534 (712) 527-5028

EASEMENT CONVEYANCE

THIS AGREEMENT, made this 31st day of March, 2000, by and between John M. Hastie and Susan M. Hastie, husband and wife, grantors, hereinafter referred to as "Hastie", and Steven R. Morrical, a single person, grantee, hereinafter referred to as "Morrical",

WITNESSETH:

WHEREAS, Morrical is the owner of the following described real estate, to-wit:

A tract of land located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section Twenty-five (25), Township Seventy-one (71) North, Range Forty-three (43) West of the Fifth Principal Meridian, Mills County, Iowa, more fully described as follows: Commencing at the Northeast corner of said NW1/4 SE1/4 of Section 25 and the point of beginning; thence south along the east line of said NW1/4 SE1/4 to the intersection of the centerline of a creek, said creek running southeasterly to northwesterly; thence northwesterly along the centerline of said creek to the intersection with the north line of said NW1/4 SE1/4; thence east along the north line of said NW1/4 SE1/4 to the point of beginning. Said tract contains 10 acres, more or less.

WHEREAS, Hastie is the owner of the following described real estate, to-wit:

North Half of the Southwest Quarter of the Southeast Quarter (N1/2 SW1/4 SE1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), all in Section Twenty-five (25), Township Seventy-one (71) North, Range Forty-three (43) West of the Fifth Principal Meridian, Mills County, Iowa, EXCEPT a tract of land located in the NW1/4 SE1/4 of said Section 25 more fully described as follows: Commencing at the northwest corner of said NW1/4 SE1/4 of Section 25, and the point of beginning; thence South along the east line of said NW1/4 SE1/4 to the intersection of the centerline of a creek, said creek running southeasterly to northwesterly; thence northwesterly along the centerline of said creek to the intersection with the north line of said NW1/4 SE1/4 to the point of beginning.

WHEREAS, the parcels of real estate owned by Hastie and Morrical as above described are contiguous, and,

WHEREAS, the real estate of Morrical is "landlocked" and without access to any public road, and,

WHEREAS, the nearest and most direct access from the real estate of Morrical above described to a public road is over and across the real estate of Hastie as above described, and

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, Hastie does hereby give, grant and convey unto said Morrical and unto his heirs, successors and assigns, a right of way or easement over, along and across the following described real estate, to-wit:

An easement located in part of the NW1/4 SE1/4 of Section 25, Township 71 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said easement being more fully described as follows: Commencing at the Northwest corner of said NW1/4 SE1/4 and the Point of Beginning; thence N90°00'00" E along the North line of said NW1/4 SE1/4 a distance of 201.00 feet to the center of the creek; thence S53°53'45" E along the center of said creek a distance of 59.40 feet; thence N90°00'00" W and parallel with the North line of said NW1/4 SE1/4 a distance of 100.00 feet; thence N78°27'47" W a distance of 50.00 feet; thence N90°00'00" W and parallel with said North line a distance of 100.00 feet to the West line of said NW1/4 SE1/4; thence North along said West line a distance of 25.00 feet to the Point of Beginning. Said easement contains 6,630 square feet, more or less.

Said easement is granted for the purpose of ingress and egress to the property of Morrical as above described from the County Road adjacent to and forming the western boundary of said easement. Morrical, his heirs, successors and assigns shall be allowed to construct and maintain a driveway over, across and on said easement. Morrical, his heirs, successors and assigns shall not interfere with the currently existing driveway access of Hastie to said County Road, and shall bear the costs of repair of any damage caused by Morrical to the driveway access of Hastie occasioned by the use of Morrical of the easement granted herein.

Either party hereto, their heirs, successors or assigns, shall have the right to do such work on said common driveway entrance portion of the easement granted herein consisting of approximately thirty feet (30') of the western most portion of the

easement granted herein, and make such repairs thereon as are reasonably necessary to maintain said common driveway entrance in a reasonably good condition. The cost of any such normal maintenance and repair shall be born by the party making the repairs.

Morrical shall install and maintain a minimum one hundred foot (100'), minimum thirty-six inch (36") diameter drainage pipe to provide for the continuous flow of the waterway forming the eastern boundary of the easement granted herein.

Morrical, his heirs successors and assigns shall construct and maintain a fence on the north and south boundaries of the easement granted herein.

Morrical, his heirs, successors and assigns shall save and hold harmless Hastie, his heirs, successors and assigns, from any and all liability for any injury, either personal or property damage, suffered by any person upon said easement, or occasioned by the use of said easement.

This agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, so long as Morrival, his heirs, successors or assigns continues to use and maintain said easement for the purpose of maintaining a driveway for ingress and egress and access to the public road adjacent thereto; and provided, however, that this easement may be released at any time by appropriate agreement for that purpose entered into between the record owners of the real estate above described, duly executed and acknowledged and filed for record in the office of the recorder of Mills County, Iowa.

IN WITNESS WHEREOF, the parties herein have set their hands this 12 day of April, 2000.

GRANTORS

GRANTEE

John M. Hastie
John M. Hastie

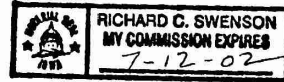
Steven Morrival
Steven R. Morrival

Susan M. Hastie
Susan M. Hastie

STATE OF IOWA, COUNTY OF MILLS, ss:

On this 12th day of April, 2000, before me, the undersigned a Notary Public in and for said State, personally appeared and, John M. Hastie and Susan M. Hastie, husband and wife, 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.

Richard C. Swenson
Notary Public



STATE OF IOWA, COUNTY OF MILLS, ss:

On this 12 day of April, 2000, before me, the undersigned a Notary Public in and for said State, personally appeared Steven R. Morrival to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

James A. Thomas
Notary Public



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