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JENNIFER L MCALLISTER, RECORDER
FREMONT COUNTY IOWA

PREPARER INFORMATION:

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TAXPAYER INFORMATION:

Michael L. Dinville, 308 South Maple, Shenandoah, Iowa 51601

RETURN ADDRESS:

John C. Rasmussen, Peters Law Firm, P.C., 233 Pearl Street, P.O. Box 1078, Council Bluffs, Iowa 51502

TITLE OF DOCUMENT OR INSTRUMENT:

Easement

GRANTORS:

Dinville Bros, Inc.

GRANTEES:

Dinville Farm Corporation

ADDRESS REQUIRED BY STATUTE IF APPLICABLE:

not applicable

LEGAL DESCRIPTION:

see page two

DOCUMENT OR INSTRUMENT NUMBER IF APPLICABLE:

not applicable

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ATTACHMENT ENTRY # 29

EASEMENT

This Agreement is dated as of the 20th day of December, 2013, between Dinville Bros, Inc., an Iowa corporation (herein the "Grantor"), and Dinville Farm Corporation, an Iowa corporation (herein the "Grantee").

RECITALS

- (A) Grantor is the legal owner of certain real estate located in Fremont County, Iowa legally described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 14, Township 70 North, Range 41 West of the 5th P.M. and the East Half of that part of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 14, Township 70 North, Range 41 West of the 5th P.M. more particularly described as: Commencing at the Northeast corner of said SW $\frac{1}{4}$, thence South with section bearing 110-1/8th rods, thence West 116-1/4th rods, thence North 10-1/8th rods, thence East 116-1/4th rods to the place of beginning, all in Fremont County, Iowa.

EXCEPT

Parcel A: A parcel of land located in part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 70 North, Range 41 West of the 5th P.M., Fremont County, Iowa, said parcel containing 2.53 acres more or less, being more fully described in Plat of Survey Recorded in Book 7, Page 79, in the Fremont County Recorder's Office.

EXCEPT

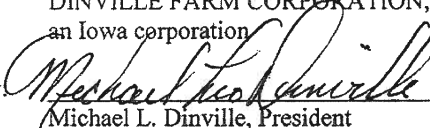
Parcel A: A parcel of land located in part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 70 North, Range 41 West of the 5th P.M., Fremont County, Iowa, said parcel containing 3.00 acres more or less, being more fully described in Plat of Survey Recorded as Document 20130081, in the Fremont County Recorder's Office.
(herein "Parcel A").

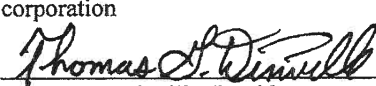
- (B) Grantee is the legal owner of certain real estate located in Fremont County, Iowa legally described as follows:

The West Half of that part of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 14, Township 70 North, Range 41 West of the 5th P.M., Fremont County, Iowa, more particularly describes as: Commencing at the Northeast corner of said Southwest Quarter (SW $\frac{1}{4}$), thence South with section bearing 110-1/5th rods, thence West 116-1/4th rods, thence North 110-1/5th rods, thence East 116-1/4th rods to the place of beginning.
(herein "Parcel B").

NOW THEREFORE in consideration of one dollar and other valuable consideration, and in further consideration of the mutual covenants, agreements, terms and conditions contained herein, the parties hereto do hereby agree, subject to the terms and conditions hereinafter set forth, as follows.


- (1) Access Easement. Grantor grants to Grantee a perpetual easement for the purpose of ingress and egress to Parcel B over and across a strip of ground forty (40) feet wide North along the West property line from the Southwest corner on the South boundary line of Parcel A approximately 868 feet then West along the South property line of Parcel A approximately 1,116 feet to the East boundary line of Parcel B (also the West boundary line of Parcel A) as more particularly shown on Exhibit 1, attached hereto and incorporated herein by this reference (herein "Easement Area").
- (2) Maintenance. Grantee shall be responsible for and shall pay all costs in connection with the use and maintenance of the easement granted herein.
- (3) Indemnification. Grantee shall be responsible for any damages to land, fences, growing crops or any other damages to Parcel A as a result of Grantee, their agents or employees or any other person entering upon Parcel A as allowed hereunder. Furthermore, Grantee will protect, indemnify, defend and hold harmless Grantor(s), from and against any and all claims, actions, damages, suits, judgements, decrees, orders, liability and expense (including legal, accounting and other professional fees and expenses) that may be sustained, suffered or incurred by Grantor(s) arising out of or relating to any occurrence in, upon, about or adjacent to the subject premises, or the use of Grantee of the easement or any part thereof, or occasioned wholly or in part by any act or omission of Grantee, their agents or contractors, notwithstanding any possible negligence on the part of Grantor(s).
- (4) Covenants to Run With the Land. The easement, covenants and agreements herein contained shall run with the land, and the liability to perform and the right to enforce performance of the same shall pass to the heirs successors and assigns of the respective parties hereto; provided that no person shall be liable for the breach of any covenants and agreements herein contained unless such breach was committed during his, her, their or its ownership of the land.
- (5) Transferability. Either party has the right to sell their interest in their respective real property without the consent of the other party.
- (6) Entire Agreement. This Agreement constitutes the entire agreement and understandings of the parties hereto and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.
- (7) Binding Effect. This Agreement shall be binding on the parties, their successors-in-interest, assigns and heirs, and shall pass with the land until this Agreement is revoked, amended or modified by written consent of all the parties hereto and/or their assigns or heirs.
- (8) Iowa Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

DINVILLE FARM CORPORATION,
an Iowa corporation
By: 
Michael L. Dinville, President

DINVILLE BROS, INC., an Iowa
corporation
By: 
Thomas G. Dinville, President

State of Iowa, County of Pottawattamie, ss:

On this 26 day of December, 2013, before me, the undersigned, a Notary Public in and for the said State, personally appeared Michael L. Dinville, to me personally known, who being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Michael L. Dinville as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


Notary Public

Notarial Seal	State of Iowa
John C. Rasmussen, Notary Public	
Commission No. 711688	
Commission Expires: July 27, 2014	

State of Iowa, County of Pottawattamie, ss:

On this 26 day of December, 2013, before me, the undersigned, a Notary Public in and for the said State, personally appeared Thomas G. Dinville, to me personally known, who being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Thomas G. Dinville as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


Notary Public

Notarial Seal	State of Iowa
John C. Rasmussen, Notary Public	
Commission No. 711688	
Commission Expires: July 27, 2014	



Farm# 3903
Tract # 3603

December 13, 2013



14-70-41



Fremont County FSA 1 inch = 495.785236 feet

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRC.

Legend

Field Boundary

Wetland Determination

Wetland Determination Identifiers

• Restricted Use

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