DELAWARE COUNTY IOWA
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DEBORAH L. BERTON
DELAWARE CO. RECORDER
N/C

THIS DOCUMENT WAS PREPARED BY MARK NAHRA, DELAWARE COUNTY ENGINEER'S OFFICE, 2139 HIGHWAY 38., DELAWARE, IA 52036, 563-927-3505

PERMANENT PRIVATE EASEMENT
FOR VEHICULAR ACCESS WAY TO AGRICULTURAL LAND

James V. and Cindy J. Freiburger, a husband and wife, and their successors, and Dorrance P. and Jayne M. Hogan, husband and wife and their successors, hereinafter called the GRANTORS in consideration of the provisions of the closure and vacation of a portion of the right of way of 210th Avenue in Section 14, township 88 north, range 5 enacted by the Delaware County Board of Supervisors on March 25, 2002 and of the terms of this easement, hereby grant unto each other and to Kroemer Five Star Farm, Inc. a corporation, and to each others successors, hereinafter called the GRANTEES, a permanent and perpetual easement upon Grantors' real estate, hereinafter called the PREMISES, for the sole purpose of providing an access for agricultural purposes to lands owned by the Grantors and Grantees in the NW1/4 of the NW ¼ of Section 13, Township 88 North, Range 5 West and on Parcel V in the NE 1/4 of the NE ¼ of Section 14, Township 88 North, Range 5 West, hereinafter called the BENEFITED LAND.

1. Premises

The Premises is a portion of three parcels of land situated in Delaware County, Iowa more particularly described as the permanent and perpetual right of private agricultural access way to and from County Road D5X and the Benefited Land over through and across the following described real property to wit:

1) Parcel 'V': Former County Road 210th Avenue Right of Way:
That part of the former county road easement, shown as closed but not vacated, and originally platted as part of Lot 1 of the subdivision of the NE ¼ of the NE ¼ of Section 14, T88N, R5W. Lot 1 was subsequently and further divided, and the premises is platted and recorded as Parcel 'V" in book 2001, page 3953 in the office of the Delaware County Recorder. Said easement is 45 feet in width on parcel "V" as shown on the aforementioned plat. Easement is granted through parcel 'V' as platted along the centerline of the old county road and described as follows: Beginning at the SE Corner of the NE ¼ of the NE ¼ of Section 14, T88N, R5W, thence north following the centerline of County Road D5X, 575 feet to a driveway entrance, thence east and north 242 feet along the centerline of the closed county road as shown on the aforementioned plat to the north side of the entrance to the Benefited Land. At the time of this easement's creation, James V. and Cindy J. Freiburger is the owner of record of the premises.

2) S1/2 of the NW ¼ of the NW ¼ of Section 13, T88N, R5W Former County Road 210th Avenue Right of Way:
The premises also includes the west 40 feet the S ½ of the NW ¼ of the NW ¼ of Section 13, Township 88 north, range 5 west also shown on the aforementioned plat of survey as a closed,

but not vacated county road easement. At the time of this easement's creation, Dorrance P. and Jayne M. Hogan are the owners of record of the premises.

2. **Reservation of Rights to Grantors**
Grantors and their successors reserve the right to enter upon the Premises and to jointly use the premises for private agricultural and residential access from the County Road D5X to land owned by the Grantors located adjacent to the Premises. Use by grantees for private agricultural access includes only transit through the premises to the Benefited Land and does not give grantees the right to use the premises for storage or parking of equipment, vehicles, or other property or any other use beyond private agricultural access.

3. **Maintenance of Access Way**
Grantors shall grade, drain, rock and otherwise maintain and repair but shall not otherwise be required to hard surface or improve the access way, unless such improvement is expressly agreed to at an equally shared cost between all parties. The Grantees shall not change grade, elevation or contour of any part of the Premises without obtaining the prior written consent of all the Grantors.

4. **Fences and Gates**
Grantors and Grantees shall continue to maintain their existing right of way fences within the easement area and shall remain responsible to restrain their livestock on their own respective properties.

5. **Termination of Easement**
This easement shall terminate when it is no longer used by the Grantees as an agricultural access way to and from County Road D5X and the Benefited Land. This easement shall only be released in writing by the Grantees, after the easement is no longer used by the Grantees.

Upon termination of this easement Grantors may remove and dispose of any fence or gate as they see fit without any liability to the Grantees therefore.

6. **Covenant of Title**
Grantors and Grantees and each of them hereby covenant that they hold title to said real estate described in the easement that they have good and lawful authority to grant this easement and they covenant to warrant and defend the said Premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

7. **Easement Runs with the Land**
This Easement shall run with the land and shall be binding on all Grantors and Grantees and on Grantors' and Grantees' successors and assigns.

8. **Modification of Easement**
This Easement may be modified in whole or in part only with the written consent of all Grantors.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

The attached easement is signed this 14th day of June, 2002.

GRANTORS and GRANTEES:

James V. Freiburger

Cindy J. Freiburger

Everett W. Kroemer, President
for Kroemer Five Star Farm, Inc.

Dorrance P. Hogan

Jayne M. Hogan

STATE OF Iowa)
)ss
COUNTY OF Delaware)

On this 12th day of June A.D. 2002, before me a Notary public in and for said County and State, personally appeared James V. and Cindy J. Freiburger, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

Seal: Mark J. Nahra COMMISSION NUMBER 165627 MY COMMISSION EXPIRES 7-2-2004

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Delaware)

On this 12th day of June A.D. 2002, before me a Notary public in and for said County and State, personally appeared Dorrance P. Hogan and Jayne M. Hogan, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Seal: Mark J. Nahra COMMISSION NUMBER 165627 MY COMMISSION EXPIRES 7-2-2004

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Cedar)

On this 14th day of June A.D. 2002, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Everett Kroemer known by me to be the person(s) named herein who, being by me duly sworn did say that they are the President ~~and Secretary-Treasurer respectively~~ of said corporation executing the within and foregoing instrument to which this is attached, that no seal has been secured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that Everett Kroemer as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Seal: NOTARIAL SEAL IOWA TRICIA S. FAIRFIELD COMMISSION NO. 175737 MY COMMISSION EXPIRES 8/23/03

Tricia S. Fairfield
Notary Public in and for said County and Stat