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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

THIS DOCUMENT WAS PREPARED BY MARK NAHRA, DELAWARE COUNTY ENGINEER, 2139 HIGHWAY 38., DELAWARE, IA 52036, 563-927-3505
Return to: Kenneth Rion, 2920 247th Ave., Delhi, IA 52223

PERMANENT PRIVATE EASEMENT
FOR VEHICULAR ACCESS WAY TO AGRICULTURAL LAND

Robert E. Nelson and ESTHER L. Nelson, husband and wife, Kenneth Charles Rion and Janice Nelson Rion, husband and wife, and Norman L. Miles and Kathleen R. Miles, husband and wife, and their successors, hereinafter called the GRANTORS in consideration of the terms of this easement, hereby grant unto Denise Larkin, a married person, but sole owner of the benefited lands, hereinafter called the GRANTEE, a permanent and perpetual easement upon Grantor's real estate, hereinafter called the PREMISES, for the sole purpose of providing an access for agricultural purposes to land owned by the Grantee lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 10, Township 87 North, Range 4 West, hereinafter called the BENEFITED LAND.

1. **Premises**

The Premises consists of portions of private property and the vacated alignment of the Hopkinton and Bay Settlement Road Relocation situated in Delaware County, Iowa and more particularly described as the permanent and perpetual right of private agricultural access way to and from the south end of the remaining public road right of way of County Road 247th Avenue, established on June 30, 1906 as the Hopkinton and Bay Settlement Road Relocation, and the Benefited Land over, through, and across the following described real property to wit:

Beginning at the intersection of the centerline of 247th Avenue and the north line of that part of NE NE of section 9-87-4 as described in book 104 page 109, currently owned by Kenneth and Janice Rion, thence south 33 degrees, 26.5 minutes east along the centerline of 247th Avenue for a distance of 36 feet to the location of an existing field entrance on 247th Avenue, thence through the field entrance on a bearing of south 42 degrees, 39.4 minutes west for a distance of 94 feet, thence south 25 degrees, 35.9 minutes east for a distance of 119 feet, thence south 50 degrees, 39.7 minutes east for a distance of 118 feet, thence south 18 degrees, 08.2 minutes east for a distance of 114 feet to intersect the former right of way of the Hopkinton and Bay Settlement Road Relocation, now the property of Norman L. Miles and Kathleen R. Miles, thence south along the line fence between the Miles and Nelson properties, a distance of approximately 1492 feet to the southwest corner of the SW NW of Section 10-87-4. Said former road right of way runs on the west side of the line fence between the aforementioned Miles property and property owned by Robert E. and ESTHER L. Nelson. Said Easement is 20

feet in width. A diagram showing the easement is included with this document as attachment A of this document.

The portion of the said easement which does not lie along the former Hopkinton and Bay Settlement Road Relocation is located to avoid running agricultural and other equipment operated by the owners or tenants of the Benefited Land through the 2006 homestead belonging to the Rions and shown on attachment B of this document. Robert E. and ESTHER L. Nelson are allowing easement across the SE corner of their property, west of southwest corner of the SW NW of 10-87-4, noted herein as the Benefited land.

2. Reservation of Rights to Grantors

Grantors and their successors reserve the right to enter upon the Premises and to jointly use the premises.

3. Maintenance of Access Way

Grantee may grade, drain, rock and otherwise maintain and repair an agricultural or logging road through the premises as described in this easement, but shall not otherwise hard surface or improve the access way, without the expressed permission of the Grantors and their successors. All repairs and maintenance work are at the Grantee's sole cost. The Grantee shall not change grade, elevation or contour of any part of the Premises without obtaining the prior written consent of all the Grantors.

4. Termination of Easement

This easement shall terminate when it is no longer used by the Grantee or their successors as an agricultural access way to and from County Road 247th Avenue and the Benefited Land. Unless this easement is earlier released in writing by the Grantee, this easement shall terminate fifty years after the easement is no longer used by the Grantee.

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 Grantee 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 Grantee and on Grantors' and Grantee's 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. The Grantors and Grantee verify and acknowledge that the purpose of this easement is for use as an access to the Benefited Land for agricultural and timber production only. Should the Grantee desire a change in land use, such as constructing a house and/or subdivision

upon the Benefited Land, the Grantee shall notify the Grantors, terminate this easement, and negotiate a new easement for that future purpose.

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.

Signed this 1st day of December, ~~2006~~ 2007.

GRANTORS:

Robert E. Nelson

~~XXXXX~~ ESTHER L. Nelson

Kenneth Charles Rion

Janice Rion

Norman L. Miles

Kathleen R. Miles

GRANTEE:

Denise Larkin

STATE OF Iowa)
)ss
COUNTY OF Decatur)

On this 1st day of December A.D. ~~2006~~ 2007 before me a Notary public in and for said County and State, personally appeared Robert E. Nelson, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that Robert E. Nelson executed the same as a voluntary act and deed.

NOTARIAL SEAL IOWA
Commission Number [illegible]
My Commission Expires
2-15-08

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Decatur)

On this 1st day of December A.D. ~~2006~~ 2007, before me a Notary public in and for said County and State, personally appeared ~~XXXXX~~ ESTHER L. Nelson, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that ~~XXXX~~ ESTHER L. Nelson executed the same

as a voluntary act and deed.

[illegible]
Commission Number 161157
My Commission Expires
2-15-08

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Delaware)

On this 22nd day of March A.D. 2008, before me a Notary public in and for said County and State, personally appeared Kenneth Charles Rion, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that Kenneth Charles Rion executed the same as a voluntary act and deed.

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Delaware)

NOTARIAL SEAL IOWA
KRISTIN L. HUCKER
Commission Number 732940
My Commission Expires
2-11-2011

On this 22nd day of March A.D. 2008, before me a Notary public in and for said County and State, personally appeared Janice Nelson Rion, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that Janice Nelson Rion executed the same as a voluntary act and deed.

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Delaware)

NOTARIAL SEAL IOWA
KRISTIN L. HUCKER
Commission Number 732940
My Commission Expires
2-11-2011

On this 1st day of December 2007 A.D. ~~2006~~, before me a Notary public in and for said County and State, personally appeared Norman L. Miles, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that Norman L. Miles executed the same as a voluntary act and deed.

[illegible]
Commission Number 161157
My Commission Expires
2-15-08

Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Delaware)

On this 1st day of December 2007 A.D. ~~2006~~, before me a Notary public in and for said County and State, personally appeared Kathleen R. Miles, to me known to be the person(s) named

in and who executed the foregoing instrument, and acknowledged that Kathleen R. Miles executed the same as a voluntary act and deed.

KEVIN R. FUNKE
Commission Number 161157
My Commission Expires
2-15-08

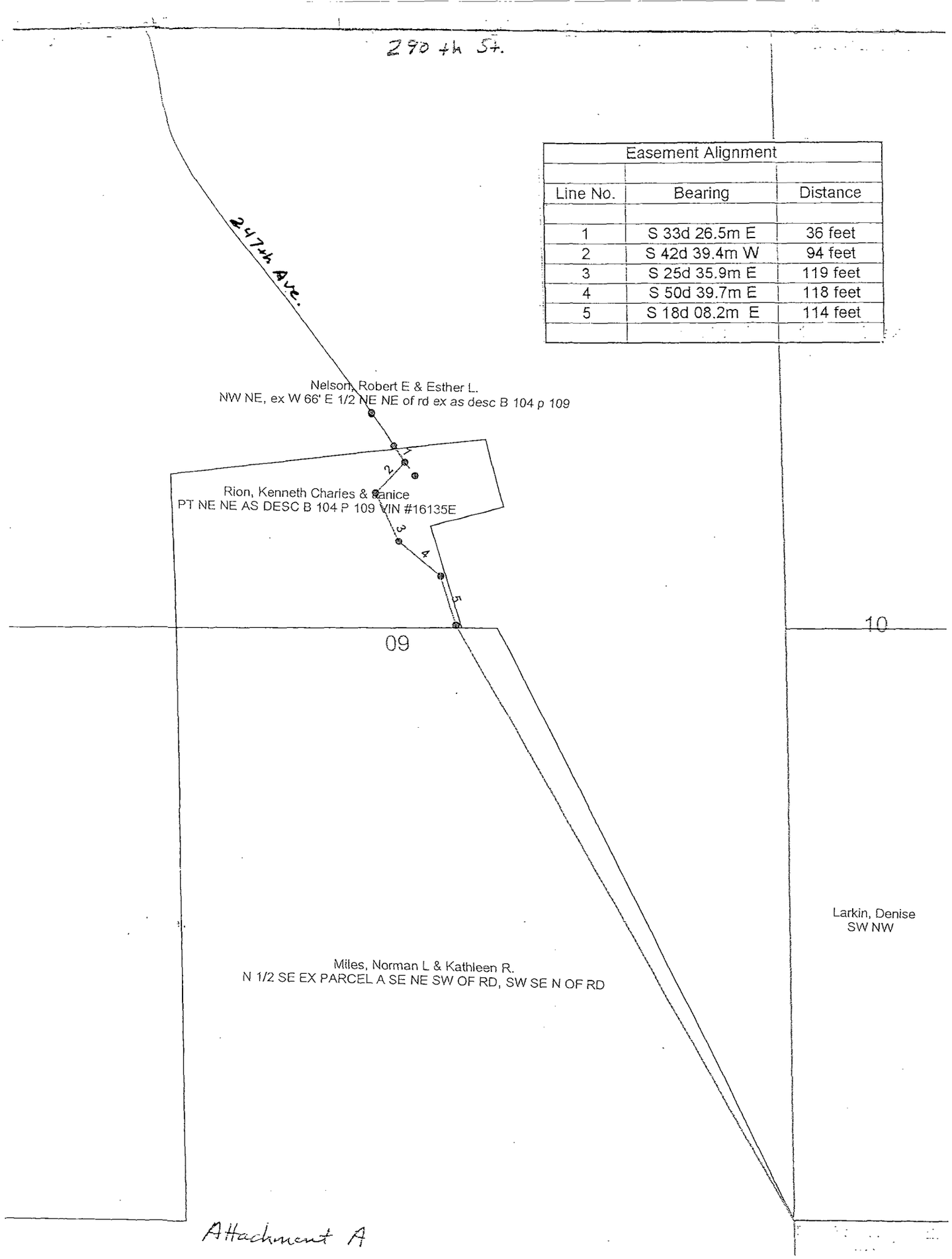
Notary Public in and for said County and State

STATE OF Iowa)
)ss
COUNTY OF Chickasaw)

On this 15th day of Feb. A.D. ~~2006~~ 2008, before me a Notary public in and for said County and State, personally appeared Denise Larkin, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that Denise Larkin executed the same as a voluntary act and deed.

Notary Public in and for said County and State

EILEEN CAROLAN
Commission Number 198835
My Comm. Exp. 10-8-2010



Easement Alignment		
Line No.	Bearing	Distance
1	S 33d 26.5m E	36 feet
2	S 42d 39.4m W	94 feet
3	S 25d 35.9m E	119 feet
4	S 50d 39.7m E	118 feet
5	S 18d 08.2m E	114 feet

Attachment A

Attachment B