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**When recorded return to:**

Brown, Winick, Graves, Gross, Baskerville & Schoenebaum, P.L.C.  
Attn: Jeff L. Himrich *CHRISTOPHER SACKETT*  
Suite 2000 Ruan Center  
666 Grand Ave.  
Des Moines, IA 50309-2510

REC \$ 20<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

COMPUTER   
RECORDED   
COMPARED

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

**Preparer**

Information Jeff L. Himrich 666 Grand Ave., Ste. 2000 Des Moines (515) 242-2450  
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE  
FOR RECORDER

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (the "Agreement") is made and entered into this 15<sup>th</sup> day of March, 2001, by and between Joshua J. Anderson (hereafter referred to as "Grantor"), and Victoria L. Iverson and Stewart Iverson, Wife and Husband (hereafter collectively referred to as "Grantee").

**WITNESSETH**

**WHEREAS**, Grantee is currently the owner of those certain parcels of real estate located in Madison County, Iowa, and more particularly described in Exhibits A and B attached hereto and by this reference incorporated herein (the "Real Estate"); and

**WHEREAS**, Grantee and Grantor are entering into a Real Estate Contract (the "Contract") as of the date hereof, pursuant to which Grantee has agreed to sell, and Grantor has agreed to purchase, the Real Estate, subject to the easement retained by and granted to Grantee as provided herein.

**NOW, THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants specifically to Grantee, Russ Teig, Rich Arnold and Jeff Lamberti, a limited easement (the "Easement") in, across, over and through all portions of the Real Estate for the purpose of ingress and egress thereto and therefrom and for purposes of hunting thereon. Such easement shall include, without limitation, the right to vehicular access to, from, onto and across the Real Estate, subject, however, to Section 2 below.

2. **Maintenance and Use of Access Easement.** In exercising the rights granted hereunder, Grantee and Grantee's designees shall comply with the reasonable requests of Grantor and shall otherwise use reasonable efforts not to unreasonably interfere with the normal and customary use and ownership of the Real Estate by Grantor, subject to Grantee's rights under Section 1 above.

3. **Binding Nature.** This Agreement and the easement granted to Grantee hereunder shall be deemed to run with the Real Estate and shall survive the execution and consummation of the transactions contemplated by the Contract, but only for a period of five (5) years from the date hereof, after which this Agreement shall no longer be of any force or effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns for a period of five (5) years.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

GRANTOR:

GRANTEE:

Joshua J. Anderson  
Joshua J. Anderson

Victoria L. Iverson  
Victoria L. Iverson

Stewart Iverson  
Stewart Iverson

STATE OF IOWA, Polk COUNTY, ss:

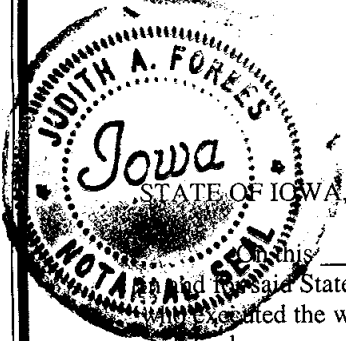
On this 12th day of March, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Victoria L. Iverson and Stewart Iverson, Wife and Husband, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Judith A. Forbes  
Notary Public in and for said State  
Commission Exp 4-6-01

STATE OF IOWA, Polk COUNTY, ss:

On this 13th day of March, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Joshua J. Anderson to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Christopher R. Sackett  
Notary Public in and for said State



## Exhibit A

The West 38 Acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) and all that part of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) lying North of the center of the public highway known as G50, in section Twenty-one (21), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, excepting therefrom the West 228 feet of the East 294 feet of the Northwest Quarter (1/4) of the Northwest Quarter (1/4); and also beginning at the Northeast Corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4), thence South 388.50 feet, thence South  $89^{\circ} 20'$  West along the tangent and centerline of the public highway 294 feet, thence north 376 feet to the North line of the said Southwest Quarter (1/4) of the Northwest Quarter (1/4), thence Easterly along the said North line to the point of beginning, all in Section Twenty-one (21), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and excepting therefrom a parcel of land in part of the West Half (1/2) of the Northwest Quarter (1/4), Section Twenty-one (21), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, commencing at the Northeast Corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-one (21), thence South  $85^{\circ} 53' 49''$  West (assumed for this description) 282.40 feet to the point of beginning, thence North  $0^{\circ}$  East 312.23 feet, thence North  $90^{\circ}$  West, 442.25 feet, thence South  $1^{\circ} 55' 50''$  West, 709.96 feet to the centerline of the public road, thence North  $85^{\circ} 43' 44''$  East along said centerline, 466.55 feet, thence North  $0^{\circ}$  East 378.84 feet to the point of beginning, containing 7.30 acres, more or less, including 0.57 acres of road right-of-way easement along the South side thereof,

## Exhibit B

A parcel of land in part of the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, commencing at the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-one (21), thence South  $85^{\circ}53'49''$  West (assumed for this description) 282.40 feet to the point of beginning; thence North  $0^{\circ}$  East, 312.23 feet; thence North  $90^{\circ}$  West, 442.25 feet; thence South  $1^{\circ}55'50''$  West, 709.96 feet to the centerline of the public road; thence North  $85^{\circ}43'44''$  East along said centerline, 466.55 feet; thence North  $0^{\circ}$  East, 378.84 feet to the point of beginning, containing 7.30 acres, more or less, including 0.57 acres of road right-of-way easement along the South side thereof, AND all that part of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) and the North 5 Acres of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-six (26) lying North and East of the center of Jones Creek and South of the center of the public highway known as G-50, EXCEPT all that part of the West 410 feet of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-one (21) lying between the center of Jones Creek and the center of County Highway No. G-50 as the same now proceeds through said Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ), all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.