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LISA SMITH, COUNTY RECORDER
MADISON IOWA

Preparer	Return to:		
Information	John E. Casper, 223 E. Court Avenue,	Winterset,	(515) 462-4912
	Individual's Name	Street Address	City Phone

John E. Casper ICIS #at0001474

RIGHT OF WAY AND UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned owner, Flora A. Roberts, a single person, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to Steven E. Roberts and Tiffany A. Roberts, husband and wife, hereafter called the Grantee, the non-exclusive, perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove a private drive right of way including the right to have utilities with the accessory equipment or all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of this private drive right of way and utilities services over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The Fifty (50') foot private drive and utility easement shown in the Final Plat of the Roberts Acres Subdivision in the in the Northwest Quarter (1/4) of Section 8 Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, which is filed for record in the Madison County Recorder's Office on March 15, 2006, in Book 2006 at Page 1005.

This Grant is for the sole, exclusive purpose of allowing the Grantee, their successors and assigns, ingress and egress access including the installation and maintenance of utility accessories to the real estate legally described as:

The East Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Five (5) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.



The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises subject to the terms and conditions of this Agreement.

The Grantor reserves to herself, her successors and assigns, the right to use the Easement Area for its intended purposes as part of the Roberts Acres Subdivision.

The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area described above including, but not limited to, the right to remove any obstructions or structures placed or erected on the Easement Area which are incompatible with the use of the Easement Area.

In consideration of such Grant, the Grantee shall have the right to install, maintain, and replace a drive right of way including the surfacing of the traveled portion thereof and the draining of surface water flows. The Grantee shall comply with all federal, state and local rules and regulations governing the construction and maintenance of such improvements. The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

This Grant shall not limit the Grantor's right of access to or the use of any publicly or privately owned utilities within or near the Easement Area or the Grantor's right to install and maintain at Grantor's cost any private utilities within or near the Easement Area so long as such installation or maintenance does not unreasonably interfere with the Grantee's rights under this Easement Agreement.

The Grantor, their successors and assigns, shall have the right of access to, and the use of, any private drive installed by the Grantee within the Roberts Acres Subdivision as shown by the Final Plat of this Subdivision. The Grantor shall not have any obligation to reimburse the Grantee for any portion of the initial construction cost or future maintenance or replacement of this private drive right of way. Should the Grantor convey to any third party any of the lots within the Roberts Acres Subdivision, then those lot owner(s) shall thereafter share with the Grantee the future maintenance cost of the portion of this private drive right of way within the Roberts Acres Subdivision prorated based upon the total number of gross acres subject to the maintenance responsibility divided into the number of gross acres owned by the respective lot owner(s) and the Grantee, their successors and assigns. Any Grantor conveyance does not apply to the testamentary devise of this real estate or to transfers in trust for the benefit of the Grantor or her children; or to the transfers of the real estate between the Grantor and spouse or between the Grantor and her children, or any of

