

FILED NO. 2532

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EASEMENT

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

THIS EASEMENT is made this 19 day of March, 1996, by and between Morford Farms, Ltd., an Iowa corporation, hereinafter referred to as "Grantor", and John K. Heimberger and Ann L. Heimberger, husband and wife, hereinafter referred to as "Grantees",

REC: 15.00  
DATE: 3/19/96  
P.M.F. \$ 2.00

WITNESSETH:

Whereas, Grantor is the owner of the following described real estate, to-wit:

The Southeast Quarter (¼) of the Southeast Quarter (¼) of Section 18, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Whereas, Grantees are the owners of the following described real estate, to-wit:

The West 26 acres, more or less, of the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Whereas, Grantees are desirous of obtaining an easement on a portion of Grantors' real estate for the purpose of planting trees for a windbreak.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does by these presents, give, grant and convey unto Grantees, for the period of time hereinafter set forth, the right to plant, maintain and care for a windbreak on the following described portion of Grantors' real estate, to-wit:

Commencing at the Northeast Corner of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section 18, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, thence South 1370 feet to the point of beginning; thence South 300 feet, thence West 100 feet; thence North 300 feet, thence East 100 feet to the point of beginning.

The easement created herein shall be used by the Grantees to install, construct and maintain a windbreak consisting of up to 3 rows of trees on the easement area herebefore described. Grantees expressly agree to the following conditions:

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CONFIRMED

#2. Easement  
Morford - Heimberger

- a. Grantees shall pay all costs incurred for the purchase, planting, maintenance and care on the easement area.
- b. Grantees expressly agree to keep all noxious weeds under control.
- c. Grantees expressly agree to pay all costs incurred for the fencing of the easement area if Grantees decide to fence said area at their option.

This easement shall be exclusive as to John K. Heimberger or Ann L. Heimberger as long as they or the survivor of them, occupy the real estate they own as herebefore described. In the event they discontinue to occupy said real estate, this easement shall terminate, but in no event, will this easement exceed a period of fifty (50) years from the date of the execution of this Easement Agreement.

Whenever John K. Heimberger or Ann L. Heimberger, or the survivor of them, discontinues occupying the property they own as herebefore described, or upon the expiration of fifty (50) years, whichever occurs first, this easement shall be null and void in all respects. Grantor or their heirs, successors and assigns shall have the right to remove the trees, fence and any other appurtenances located on the easement area at their option.

This easement may be amended only by written instrument duly executed and acknowledged by Grantor, their heirs, successors, and assigns, and by the Grantees.

IN WITNESS WHEREOF, the parties herein have set their hands the day and year above written.

GRANTEES

GRANTORS

*John K. Heimberger*  
John K. Heimberger

*Ann L. Heimberger*  
Ann L. Heimberger

MORFORD FARMS, LTD.

By *Fred Morford*  
Fred Morford, President

By *Verna L. Morford*  
Verna L. Morford Secretary

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STATE OF IOWA :  
: SS  
MADISON COUNTY :


On this 19 day of March, 1996, before me, the under-  
signed, a Notary Public in and for the State of Iowa, personally  
appeared John K. Heimberger and Ann L. Heimberger, to me known to  
be the persons named in and who executed the foregoing  
instrument, and acknowledged that they executed the same as their  
voluntary act and deed.

  
Notary Public in and for the  
State of Iowa.



STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 19 day of March, 1996, before me, the under-  
signed, a Notary Public in and for the State of Iowa, personally  
appeared Fred Morford and Verna L. Morford, to me personally  
known, who, being by me duly sworn, did say that they are the  
President and Secretary, respectively, of said corporation; that  
the seal affixed thereto is the seal of said corporation, that  
said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors; and that the  
said Fred Morford and Verna L. Morford as such officers, acknowl-  
edged the execution of said instrument to be the voluntary act  
and deed of said corporation, by it and by them voluntarily  
executed.

  
Notary Public in and for the  
State of Iowa.

