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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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ACCESS EASEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

B. J. Miller, Davis, Brown, Koehn, Shors & Roberts, P.C., 4201 Westown Parkway, Ste 300,
West Des Moines, IA 50266 (515) 288-2500

Return Document To: (name and complete address)

✓ B. J. Miller, Davis, Brown, Koehn, Shors & Roberts, P.C., 4201 Westown Parkway, Ste 300,
West Des Moines, IA 50266 (515) 288-2500

Grantor:

David and Karin Holder

Grantee:

R. & L. Corporation

Legal Description:

See Exhibits A, B, C, and D attached to Access Easement

ACCESS EASEMENT

This Access Easement (“**Agreement**”) is made as of the 29th day of April, 2015, by and between David Holder and Karin Holder, husband and wife (“**Grantor**”), and R. & L. Corporation, an Iowa corporation (“**Grantee**”).

RECITALS

A. Grantor is the owner of real property in Madison County, Iowa, legally described on Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Holder Property**”).

B. Grantee is the owner of real property adjoining the Holder Property in Madison County, Iowa, legally described on Exhibit B, which is attached hereto and incorporated herein by this reference (the “**R&L Property**”).

C. There is a gravel driveway currently located on the Holder Property that is used for access to the R&L Property over the Holder Property which is legally described and depicted on Exhibit C attached hereto and incorporated herein by this reference (the “**Driveway** or the “**Easement Area**”).

D. Grantor and Grantee (referred to collectively as the “**Parties**” and individually as a “**Party**”) desire to confirm their respective rights and obligations relating to the Driveway (referred to collectively as the “**Properties**” and individually as a “**Property**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement on, over and across the Easement Area for purposes of ingress and egress to and from the R&L Property by Grantee and its vendors, customers, licensees, invitees, contractors, agents, employees, tenants and assigns.

2. **Maintenance.** Grantee shall maintain, repair and replace as necessary the Driveway located on the Easement Area by adding and leveling gravel on the Driveway. The Driveway shall be maintained in approximately the same location and in at least the same condition, and with the same materials as exists on the date of this Agreement, unless the Parties agree otherwise in writing. Grantee shall remove snow from the Driveway located on the Easement Area as needed. Grantee shall be responsible for all maintenance, repairs,

replacements, and snow and ice removal for the Driveway. Grantee shall be responsible for any repairs for damage caused by Grantee, its farm tenant, or those claiming under Grantee. If either Party fails to perform its obligations under this Paragraph 2, and such failure continues for a period of thirty (30) days after the other Party gives the defaulting Party written notice specifying such failure, then the non-defaulting Party can perform such obligations on behalf of the defaulting Party, and the defaulting Party shall reimburse the non-defaulting Party for the reasonable costs it expended to perform such obligations, together with interest on such amounts at the rate of ten percent (10%) per annum from the date of expenditure until reimbursed, promptly after receipt of an itemized statement of such expenditures.

3. **Erection of Structures.** No structures shall be constructed in the Easement Area which would prevent or materially interfere with the free flow of pedestrians and vehicles within such easements. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the other Owners.

4. **Enforcement.** Either Party to this Agreement may enforce it against the other Party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The Parties agree that, in the event of a default by either Party under the terms of this Agreement, the other Party will be irreparably harmed and such Party's damages will be extremely difficult or impossible to ascertain or quantify with precision. The Parties specifically agree that, in the event of a default by either Party under the terms of this Agreement, the other Party shall be entitled to specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

5. **Binding Effect.** This Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the Parties hereto and their successors and assigns.

6. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof, superseding all earlier agreements or representations, oral or written.

7. **Amendment.** Any change or amendment to this Agreement shall be effective only if it is in writing and signed by both Parties.

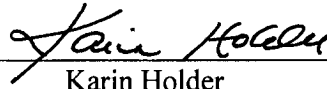
8. **Waiver.** Any failure, forbearance, delay or omission to exercise any rights under this Agreement in the event of a breach of any term of this Agreement shall not be deemed to be a waiver by either Party of such term or any subsequent breach of the same or any other term, or of any rights of either Party under the terms of this Agreement.

9. **Severability.** If any provision of this Agreement, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.



David Holder



Karin Holder

R. & L. Corporation

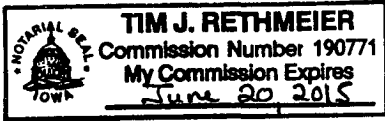
By: 

Name: Ryan Rasmussen

Title: VP

STATE OF IOWA)
) SS:
COUNTY OF Madison)

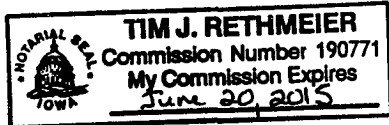
This record was acknowledged before me on April 29th, 2015, by David Holder and Karin Holder.



Tim Rethmeier
Notary Public in and for said County and State
My commission expires 06/20/2015

STATE OF IOWA)
) SS:
COUNTY OF Madison)

This record was acknowledged before me on April 29th, 2015, by Ryan Rasmussen as Vice President of R. & L. Corporation.



Tim Rethmeier
Notary Public in and for said County and State
My commission expires 06/20/2015

EXHIBIT A

LEGAL DESCRIPTION OF HOLDER PROPERTY

Parcel "B" located in the Northeast Quarter (NE 1/4) of the Northeast Quarter of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 5.00 acres, as shown in Plat of Survey filed in Book 2015, Page 833, on April 1, 2015, in the Office of the Recorder of Madison County, Iowa.

EXHIBIT B

LEGAL DESCRIPTION OF R&L PROPERTY

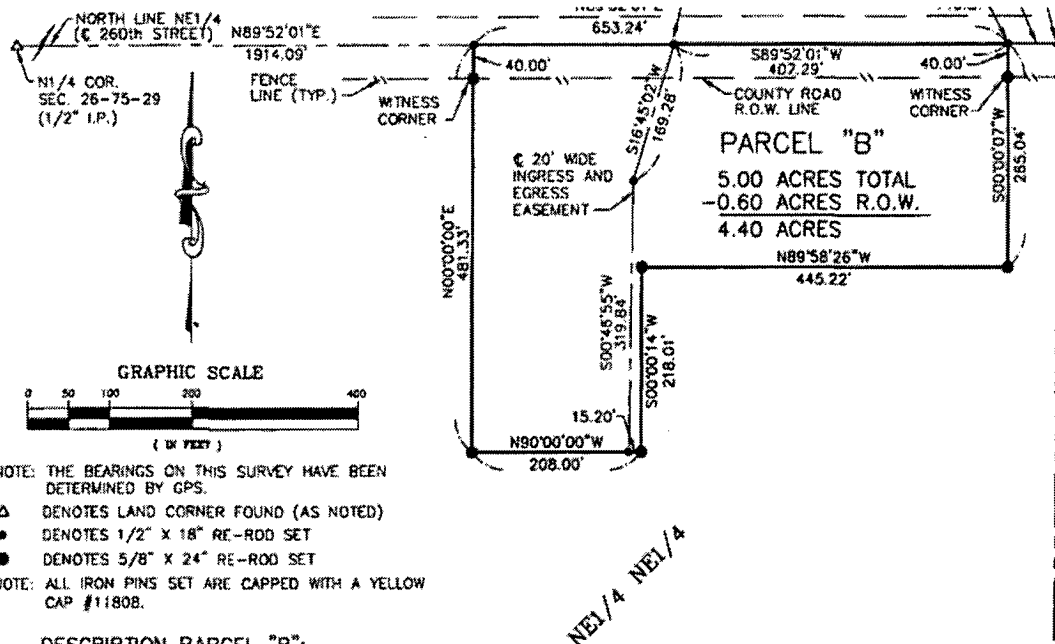
Northeast Quarter (NE 1/4) of the Northeast Quarter of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M.

EXCEPT:

Parcel "B" located in the Northeast Quarter (NE 1/4) of the Northeast Quarter of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 5.00 acres, as shown in Plat of Survey filed in Book 2015, Page 833, on April 1, 2015, in the Office of the Recorder of Madison County, Iowa.

EXHIBIT C

LEGAL DESCRIPTION OF THE EASEMENT



- NOTE: THE BEARINGS ON THIS SURVEY HAVE BEEN DETERMINED BY GPS.
- △ DENOTES LAND CORNER FOUND (AS NOTED)
 - DENOTES 1/2" X 18" RE-ROD SET
 - DENOTES 5/8" X 24" RE-ROD SET
- NOTE: ALL IRON PINS SET ARE CAPPED WITH A YELLOW CAP #11808.

DESCRIPTION PARCEL "B":

A PARCEL OF LAND LOCATED IN A PORTION OF THE NE1/4 OF THE NE1/4 OF SECTION 26, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT A BOLT ON THE NE CORNER OF SAID SECTION 26, THENCE S89°52'01"W ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 26 A DISTANCE OF 63.16' TO A 1/2" IRON PIN ON THE POINT OF BEGINNING, THENCE S00°00'07"W A DISTANCE OF 265.04' TO A 5/8" IRON PIN, THENCE N89°58'26"W A DISTANCE OF 445.22' TO A 5/8" IRON PIN, THENCE S00°00'14"W A DISTANCE OF 218.01' TO A 5/8" IRON PIN, THENCE N90°00'00"W A DISTANCE OF 208.00' TO A 5/8" IRON PIN, THENCE N00°00'00"E A DISTANCE OF 481.33' TO A 1/2" IRON PIN ON THE NORTH LINE OF THE NE1/4 OF SAID SECTION 26, THENCE N89°52'01"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 26 A DISTANCE OF 653.24' TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES SUBJECT TO THE FOLLOWING DESCRIBED INGRESS AND EGRESS EASEMENT AND SUBJECT TO ANY EASEMENTS OF RECORD.

INGRESS AND EGRESS DESCRIPTION:

A 20' WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF THE OWNER OF THE REMAINDER OF THE NE1/4 OF SECTION 26, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., IN MADISON COUNTY, IOWA, SAID EASEMENT BEING 10' ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT A BOLT ON THE NE CORNER OF SAID SECTION 26, THENCE S89°52'01"W ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 26 A DISTANCE OF 63.16' TO A 1/2" IRON PIN ON THE NE CORNER OF THE ABOVE DESCRIBED PARCEL "B", THENCE S89°52'01"W ALONG THE NORTH LINE OF PARCEL "B" A DISTANCE OF 407.29' TO A 1/2" IRON PIN ON THE POINT OF BEGINNING FOR THIS EASEMENT, THENCE S16°45'02"W A DISTANCE OF 169.28' TO A 1/2" IRON PIN, THENCE S00°46'55"W A DISTANCE OF 319.84' TO A 1/2" IRON PIN ON THE SOUTH LINE OF PARCEL "B" AND THE END OF THIS EASEMENT.