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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**RIGHT OF WAY AND UTILITY EASEMENT**  
Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)

James Larson, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

Phone: (515) 462-4912

**Taxpayer Information:** (name and complete address)

Dickie Dillinger and Raelene Dillinger, 3164 Millstream Avenue, Lorimor, IA 50149-8413

✓ **Return Document To:** (name and complete address)

James Larson, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

**Grantors:**

Richard D. Dillinger

Mary Lois Dillinger

**Grantees:**

Dickie Dillinger

Raedene Dillinger

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** N/A

## RIGHT OF WAY AND UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned owners, Richard D. Dillinger and Mary Lois Dillinger, Husband and Wife, hereafter called the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, do hereby grant to, Dickie Dillinger and Raedene Dillinger, Husband and Wife, hereafter called the Grantees, 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. This Grant is for the sole, exclusive purpose of allowing the Grantees, their successors and assigns, ingress and egress access, including the installation and maintenance of utility accessories, to the real estate legally described as:

**An Ingress/Egress and Public Utility Easement on the former railroad right-of-way along the Easterly line of Parcel "C" the perimeter of which is described as follows:**

**Commencing at the Center of Section 22, Township 74 North, Range 27 West of the 5<sup>th</sup> P.M, Madison County, Iowa; thence North 89°50'06" West 125.70 feet along the North line of the Southwest Quarter of said Section 22 to the Point of Beginning; thence continuing North 89°50'06" West 127.67 feet to the Northeast Corner of Parcel "C"; thence South 38°36'13" West 425.59 feet to the Southeast Corner of Parcel "C"; thence North 85°03'26" East 137.97 feet; thence North 38°36'13" East 409.91 feet to the Point of Beginning.**

The Grantors warrant and covenant to the Grantees that, subject to liens and encumbrances of record at the date of this Easement, they are the owners of the above described land and have full right and authority to validly grant this Easement and the Grantees may

quietly enjoy their estate in the premises subject to the terms and conditions of this Agreement.

The Grantors reserve to themselves, their successors and assigns, the right to use the Easement Area for its intended purposes.

The Grantees 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 Grantees 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 Grantees shall comply with all federal, state and local rules and regulations governing the construction and maintenance of such improvements. The Grantors covenant that no act will be permitted within the Easement Area which is inconsistent with the rights hereby granted.

In consideration of such Grant, the Grantees shall have the right to install, maintain, and replace any utility line, cable, or other required device for such utility as may be needed. The Grantees shall comply with all federal, state and local rules and regulations governing the construction and maintenance of such improvements. The Grantors covenant that no act will be permitted within the Easement Property which is inconsistent with the rights hereby granted.

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

Easement Agreement.

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 Agreement.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 21 day of <sup>April</sup>~~March~~, 2016.

GRANTORS:

GRANTEES:

Richard D. Dillinger  
Richard D. Dillinger

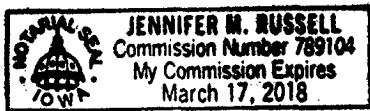
Dickie Dillinger  
Dickie Dillinger

Mary Lois Dillinger  
Mary Lois Dillinger

Raedene Dillinger  
Raedene Dillinger

STATE OF IOWA )  
) ss  
MADISON COUNTY )

On this 24<sup>th</sup> day of March, 2016, before me, the undersigned a Notary Public in and for said County and State, personally appeared, Richard D. Dillinger and Mary Lois Dillinger, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Jennifer M. Russell  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
) ss  
MADISON COUNTY )

On this 21<sup>st</sup> day of <sup>April</sup>~~March~~, 2016, before me, the undersigned a Notary Public in and for said County and State, personally appeared, Dickie Dillinger and Raedene Dillinger, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Jennifer M. Russell  
Notary Public in and for the State of Iowa