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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

$\frac{1}{3}$

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

Dick D. Dillinger and Raedene Dillinger, 3164 Millstream Avenue, Lorimor, IA 50149

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

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

**Grantors:**

Dick D. Dillinger  
Raedene Dillinger

**Grantees:**

Todd E. Fletcher  
Angela F. Fletcher

**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, Dick D. Dillinger and Raedene 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, Todd E. Fletcher and Angela F. Fletcher, 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:

**Parcel "B" located in the Southwest Quarter (¼) of the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty (20), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 5.40 acres, more or less, as shown in Plat of Survey filed in Book 2016, Page 1776 on June 24, 2016, in the Office of the Recorder of Madison County, Iowa.**



**An Ingress/Egress and Public Utility Easement described as follows:**

**All that part of the South Half (S1/2) of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West 1/4 corner of said Section 20; thence North 00°32'16" West, along the West line of the Southwest Quarter of the Northwest Quarter of said Section 20, a distance of 9.71 feet, to the Point of Beginning; thence continuing North 00°32'16" West a distance of 49.43 feet; thence North 89°10'46" East, a distance of 22.86 feet; thence South 24°14'01" West, a distance of 54.56 feet, to the Point of Beginning. Said easement contains 565 sq ft, more or less.**

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: October 25, 2016

Dick D. Dillinger  
Dick D. Dillinger, Grantor

Dated: October 25, 2016

Raedene Dillinger  
Raedene Dillinger, Grantor

Dated: October 26, 2016

Todd E. Fletcher  
Todd E. Fletcher, Grantee

Dated: October 26, 2016

Angela F. Fletcher  
Angela F. Fletcher, Grantee

STATE OF IOWA, COUNTY OF Madison

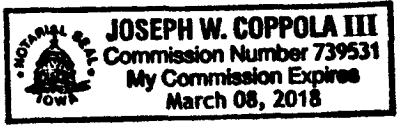
This instrument was acknowledged before me on October 25, 2016 by Dick D. Dillinger and Raedene Dillinger.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF

This instrument was acknowledged before me on October 26, 2016 by Todd E. Fletcher and Angela F. Fletcher.



[Signature]  
Notary Public in and for the State of Iowa