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Prepared By: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. #4, Independence, IA 50644  
Return To: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. #4, Independence, IA 50644

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### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this 30<sup>th</sup> day of June, 2017, by and between LeRoy O. Greenley and Donald E. Greenley, as Executors of the Estate of Leona Greenley (the "First Party") and Joel Sauser and Andrea Sauser (the "Second Party").

#### WITNESSETH:

WHEREAS, the First Party is the owner of the following described real estate:

**The Northwest ¼ of the Northeast 1/4 , except the East 6.5 acres, of Section 29, Township 89, Range 9 West of the 5<sup>th</sup> P.M., Buchanan County, Iowa ("Estate Property");**

WHEREAS, the Second Party is the owner of the following described real estate:

**That part of the Southeast ¼ of the Southeast ¼ lying North of center of the Wapsipinicon River in Section 29, Township 89 North, Range 9 West of the 5<sup>th</sup> P.M., Buchanan County, Iowa, as described in Plat of Survey recorded in File No. 2017R01302 AND Parcel E in the Southwest ¼ of the Southwest ¼ of Section 28, Township 89 North, Range 9 West of the 5<sup>th</sup> P.M., Buchanan County, Iowa, as described in Plat of Survey recorded in File No. 2017R01301; ("Sauser Property")**

WHEREAS, First Party wishes to grant an easement across a portion of the Estate Property to the Second Party for ingress and egress to access the Wapsipinicon River, which in turn allows Second Property to access the Sauser Property.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. Grant of Easement. The First Party hereby grants the Second Party a 20 foot wide easement for ingress and egress over the land located on the Estate Property and more particularly shown on attached Exhibit "A" attached hereto ("Easement

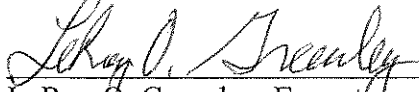
Premises”) to access the Wapsipinicon River, which in turn allows Second Party to access the Sauser Property.

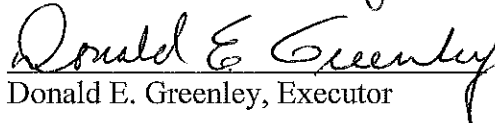
2. Use of Easement Premises. Exclusive use of the Easement Premises is not hereby granted. First Party expressly reserves the right for themselves and others to use the Easement Premises. First Party also reserves the right to use the Easement Premises for any use which does not unreasonably interfere with the Second Party’s use of the Easement Premises. The parties agree that the Second Party has the right to lay rock on the Easement Premises. The parties also agree that the Second Party shall have the right to tie a boat, canoe or kayak along the shore of the Easement Premises. The parties agree that the Second Party shall be allowed to park a vehicle or trailer on the Easement Premises while Second Party is using the Sauser Property. However, neither party hereto shall so use or leave any vehicle or anything else on the Easement Premises so as to prevent the free and uninterrupted use of the Easement Premises by the other party. This Easement shall be for ingress and egress.
3. Maintenance. The Second Party shall be responsible for maintaining the Easement Premises when reasonably necessary for Second Party’s needs for ingress and egress. Notwithstanding the above provisions, any party causing damage to the Easement Premises through negligence on the part of that party themselves or others using the Easement Premises on their behalf or with their consent shall be wholly responsible for any such damage resulting from any such negligence.
4. Governing Law. This Easement shall be constructed, construed and enforced in accordance with the laws of the State of Iowa.
5. Entire Agreement and Counterparts. This Easement sets for the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Easement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

This Easement shall be a covenant running with the land and shall be binding upon the parties, their heirs, and assigns.

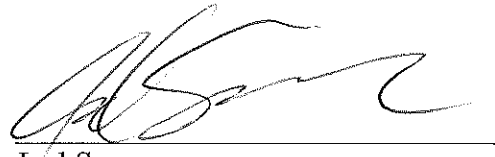
FIRST PARTY

ESTATE OF LEONA GREENLEY

  
\_\_\_\_\_  
LeRoy O. Greenley, Executor

  
\_\_\_\_\_  
Donald E. Greenley, Executor

SECOND PARTY

  
\_\_\_\_\_  
Joel Sauser

  
\_\_\_\_\_  
Andrea Sauser

STATE OF IOWA  
BUCHANAN COUNTY ss:

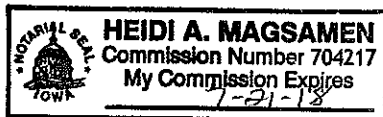
On this 30 day of June, 2017 before me a Notary Public, State of Iowa, personally appeared LeRoy O. Greenley, as Executor of the Estate of Leona Greenley.



Brian C Eddy  
Notary Public

STATE OF IOWA  
BUCHANAN COUNTY ss:

On this 30 day of June, 2017 before me a Notary Public, State of Iowa, personally appeared Donald E. Greenley, as Executor of the Estate of Leona Greenley.



Heidi A Magsamen  
Notary Public

STATE OF IOWA  
BUCHANAN COUNTY ss:

On this 30 day of June, 2017 before me a Notary Public, State of Iowa, personally appeared Joel Sauser and Andrea Sauser 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.



Brian C Eddy  
Notary Public

# Exhibit A

Easement Location

