

Preparer Information Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920
Individual's Name Street Address City Phone

Jane E. Hanson, AT0012697

**SPACE ABOVE THIS LINE
FOR RECORDER**

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into this ___ day of _____, 2022, by and between Ronda Happel and Rita Swales as co-trustees of the Earl R. Swales Testamentary Trust (hereinafter “Swales”) and City of Strawberry Point, an Iowa municipal corporation, (hereinafter “City”).

WHEREAS, Swales is the owner of the following described real estate located in Clayton County, Iowa:

The E ½ of the SE ¼ of the NW ¼ Section 9, Township 91 North, Range 6 West of the 5th P.M., Clayton County, Iowa

AND WHEREAS, City is the owner of the following described real estate located in Clayton County, Iowa:

The North Quarter (N ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Nine (9), Township Ninety-one North (T91N), Range Six (6), West of the Fifth P.M., in Clayton County, Iowa;

WHEREAS, Swales desires to create for themselves, their heirs, successors and assigns, an easement, for ingress and egress, approximately twenty (20) feet in width running over and across the East boundary of City’s property running north to south to Swales’ property for purposes of ingress and egress to Swales’ Property.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Swales to City, receipt of which is hereby acknowledged and in consideration of the mutual benefits to be gained by the parties they agree as follows:

1. Grant of Access Easement. City hereby grants to Swales its heirs, successors, and assigns, a non-exclusive access easement over, upon and across a private lane across

City's property for purposes of ingress and egress from City's property to Swales' property.

2. No Limitations. Nothing in this Agreement shall prohibit or restrict City's use of City's property so long as such use does not prevent Swales' use of the easement.
3. Maintenance and Improvements. Maintenance of the easement shall be provided by Swales and its heirs, successors and assigns. Swales may not improve the easement without the prior written approval of City except for minor spot repairs which may be completed by Swales without prior written approval of City.
4. Indemnification. Swales agrees, with respect to its use of the easement granted in this Agreement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold City harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to its use, or its personal guests' use, of the easements granted in this Agreement.
5. Covenant Running with the Land. This Agreement shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and shall not be separated from the land and shall be perpetual in duration unless terminated as provided herein or by written agreement of the parties or their respective successors and assigns.
6. Severability. If any provision of this Agreement is found invalid, City and Swales agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.
7. Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Swales and City, or their heirs, successors, and assigns, of such amendment, modification or waiver.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussion between the parties, which are merged herewith, with respect to the subject matter hereof.
9. Governing Law. This Agreement shall be governed by the law of the State of Iowa.

Earl R. Swales Testamentary Trust

By: Ronda Happel, co-trustee

By: Rita Swales, co-trustee

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronda Happel, as co-trustee of the Earl R. Swales Testamentary Trust known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rita Swales, as co-trustee of the Earl R. Swales Testamentary Trust known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for the State of Iowa

City of Strawberry Point, an Iowa municipal corporation

By: _____

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ as _____ of City of Strawberry Point, an Iowa municipal corporation known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the State of Iowa