



Book 2013 Page 402

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Rec Amt \$17.00

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Teddy Walker, Recorder
Appanoose Co. IOWA

*pd 17.00
return
Underwood*

Preparer Information: James R. Underwood 202 North 12th St., P.O. Box 725, Centerville, Iowa 52544, 641-856-2204
Return to: James R. Underwood, 202 North 12th St., P.O. Box 725, Centerville, Iowa 52544

AMENDED ACCESS EASEMENT AGREEMENT

THAT, for \$10.00 and other good valuable consideration received, the undersigned Davis E. Burgher and Sandra L. Burgher, husband and wife, ("Owner"), as the owner of the real property more particularly described on Exhibit A, attached hereto and made a part hereof for all purposes ("Tract A"), GRANTS, CONVEYS AND TRANSFERS unto Howard Davis and Joyce Anne Davis, husband and wife ("Grantee") as the owner of the real property more particularly described on Exhibit B, attached hereto and made a part hereof for all purposes ("Tract B"), a 30 foot wide access easement (the "Easement") over and across such portions of Tract A as reasonably determined by Owner from the East entrance on 520th Street heading Northeasterly between the Northwest Quarter of the Southwest Quarter of Section 35, Township 69 North, Range 18 West and the Northeast Quarter of the Southeast Quarter of Section 34, Township 69 North, Range 18 West (the "Easement Area"), for feeding livestock only when Cooper Creek is out of its banks. From time to time, Owner may record exhibits showing the exact location of the Easement Area and such exhibits shall be automatically incorporated into this agreement.

Grantee shall be responsible and pay to the owner of Tract A reasonable costs and attorney fees for any damages to the real estate and crops caused by the use of the Access Easement by Grantee or its tenants, employees, contractors, or by any one acting for or on the behalf of the Grantee.

Grantee agrees to indemnify, defend and hold Owner harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and causes of action (including, but not limited to, court costs and reasonable attorneys' fees) for injuries to persons or damage to property arising out of or resulting from the acts or omissions Grantee or its tenants, employees, contractors, customers and invitees or by anyone acting by, through or under any of them, in the use of the Easement or Easement Area. Each party hereto shall promptly notify the other of any claim made or suit or action commenced that could in any way result in indemnification hereunder.

This Easement shall inure to the benefit of and shall be binding upon the respective heirs, representatives, successors and assigns of Owner and Grantee and shall be a covenant that runs with the land and burdens Tract A and benefits Tract B.

This Easement is between family members and shall terminate once the Grantees heirs or assigns sells or conveys Tract B.


The Easement recorded in Book 2012 at Page 1989 on October 16, 2012 in the office of the Appanoose County Recorder is null and void.

THIS EASEMENT AGREEMENT is dated to be effective February 7, 2013.

Owner:



Davis E. Burgher

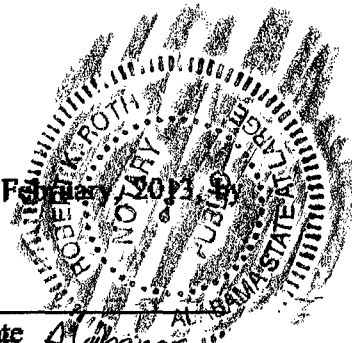
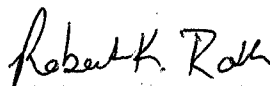


Sandra J. Burgher

Owners' Notice Address:
114 West Water Street
Centerville, Iowa 52544

STATE OF ALABAMA, COUNTY OF BALDWIN, ss:

This instrument was acknowledged before me on this 8th day of February, 2013.
Davis E. Burgher and Sandra L. Burgher.

Notary Public in and for said State Alabama

My Commission Expires
7/27/2015

Grantee:

Howard Davis
Howard Davis

Joyce A. Davis
Joyce Anne Davis

Grantee's Notice Address:

20147 Hwy 2
Centerville, Iowa 52544

STATE OF IOWA, COUNTY OF APPANOOSE, ss:

This instrument was acknowledged before me on this 7th day of February, 2013, by
Howard Davis and Joyce Anne Davis.

James R. Underwood
Notary Public in and for said State

