



Document 2019 4135

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Ste. 103, Des Moines, IA 50312 (515) 279-9059

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ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **BISHOP FARMS, L.C.**, an Iowa limited liability company, f/k/a Bishop Farms, an Iowa general partnership (“Grantor”), owner of the Easement Area hereinafter described, and owner of an adjacent parcel of real estate legally described as follows:

The Southeast Quarter (1/4) of Section Twenty-eight (28) in Township Seventy - six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except Parcel “D” filed in Book 2019 Page 2289 in the office of the Recorder for Madison County, Iowa

(the “Benefited Property”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby establish and create for the benefit of the owner of the Benefited Property (“Grantee”), a permanent and perpetual non-exclusive access easement (the “Easement”) and right-of-way upon, over, under, through and across a parcel of real estate legally described in and depicted on **Exhibit “A”** (the “Easement Area”), for the purpose of locating ingress and egress for the passage of vehicles over and across the Easement Area for use by the owners, customers, invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors and suppliers of the Benefited Property, and thereafter to allow Grantee to reconstruct, inspect, repair, replace, enlarge, improve, grade, access, use, maintain and service the driveway improvements, together with all necessary structures and appurtenances relating thereto within the Easement Area.

This Easement shall be subject to the following terms and conditions:

- 1. OBSTRUCTIONS PROHIBITED.** Grantor and Grantee shall not erect any building, fence or other structure nor cause or permit any barrier, obstruction, device, thing, matter, planting or material to be placed over or within the Easement Area which could obstruct, impede, or otherwise interfere with the free and uninterrupted access over and across the Easement Area.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and Grantee shall not change the grade, elevation or contour of any part of the Easement Area without the prior consent of the other party.

3. **MAINTENANCE AND NOTICE.** Grantee, at its sole cost and expense, shall keep and preserve the Easement Area in good repair and condition at all times, and shall perform all reconstruction, replacement, repair and resurfacing of the pavement and maintenance of the Easement Area to keep it free and clear of snow, ice and other obstructions as necessary. Any major repair, repaving or replacement of the Easement Area as may be required in connection with such maintenance by Grantee that may be expected to reasonably interfere or obstruct access shall be made subject to prior written notice to Grantor. If Grantee shall fail or cease to fulfill its obligations to undertake any reasonable and necessary repair, repaving or replacement of the driveway improvements, Grantor shall have the right, but not the obligation, to perform such obligations after providing Grantee with written notice and ten (10) days to commence cure thereafter. Grantor shall be entitled to reimbursement from Grantee for any costs and expenses incurred in making such reasonable and necessary repair, repaving or replacement of the driveway improvements. Payment shall be due and payable within ten (10) days after receipt of an invoice from Grantor by Grantee. If Grantee's failure to perform its obligations hereunder causes an immediately hazardous condition to persist in the Easement Area, Grantor has the right to perform such necessary and reasonable maintenance without grant of notice to Grantee.

4. **NOTICES.** All notices herein required shall be in writing addressed to the mailing address of Grantor or Grantee reported by the Assessor of Madison County, Iowa, with a copy to the Registered Agent, if any, reported by the Secretary of State of the State of Iowa.

5. **PROPERTY TO BE RESTORED.** Upon completion of any maintenance of the Easement or other work in the Easement Area, the Easement Area and the property abutting the Easement Area used for access, shall be restored in a good and workmanlike manner to a condition comparable or better to its condition before such maintenance or work.

6. **RIGHT OF ACCESS.** Grantee shall have the non-exclusive 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 as herein described, including but not limited to, the right to remove, without liability to Grantor, any unauthorized fences, structures, obstruction, planting or material placed or erected on, over, across or within the Easement Area, and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

7. **INSURANCE AND INDEMNIFICATION.** Grantor and Grantee shall be responsible to keep and maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about the Easement Area. Except as may be caused by the negligent acts or omissions of Grantor, Grantee shall indemnify, defend, and hold harmless Grantor from all claims, demands, causes of action, losses, damages, liabilities and expenses, including, without limitation reasonable attorney's fees and court costs, arising from any personal injury or property damage to third parties occurring on the Easement Area as a result of the exercise by Grantee of its rights herein or arising in any manner from the existence of this Easement.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns.

Grantor does hereby covenant that it holds the real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated 12/20, 2019.

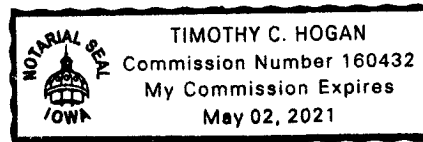
BISHOP FARMS, L.C.,
an Iowa limited liability company

By: David W. Bishop
David W. Bishop, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 12/20, 2019, by David W. Bishop, Manager of Bishop Farms, L.C.

By: [Signature]
Notary Public



INDEX LEGEND

COUNTY: Madison
 NO NEW PARCEL BEING CREATED
 PARCEL DESIGNATION: Parcel "D"
 SECTION: 28 TOWNSHIP: 76 RANGE: 27
 ALIQUOT PART: SE 1/4
 SITE ADDRESS: 2400 block of Highway 92
 CITY: Winterset
 PROPRIETOR: Bishop Farms
 REQUESTED BY: David Bishop
 SURVEYOR NAME: Vincent E. Piagentini

EXHIBIT "A"

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
 3000 SE Grimes Blvd., Ste 800, GRIMES, IOWA 50111, PH. (515)986-5048

THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

PREPARED BY & RETURN TO: ABACI CONSULTING INC. 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

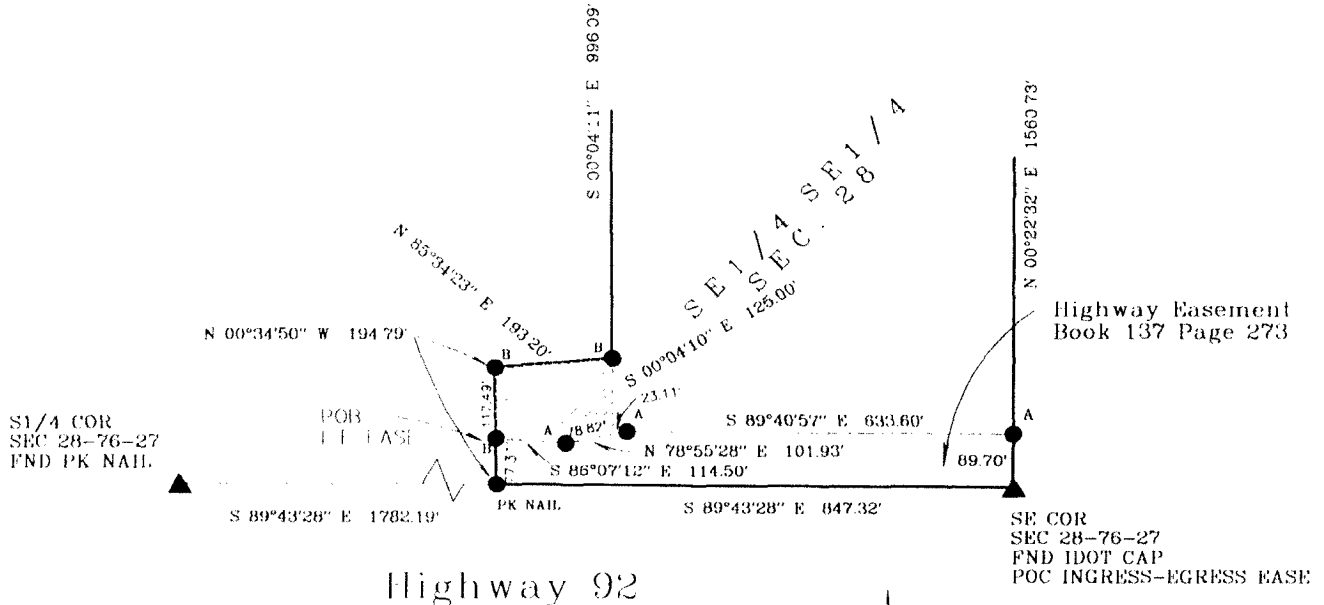
EASEMENT SURVEY
INGRESS-EGRESS EASEMENT
ACROSS PARCEL "D" OF THE SE1/4 OF
SEC 28 - T76N - R27W

Legal Description Ingress Egress Easement

All that part of the Parcel "D" in the East Half (1/2) of the Southeast Quarter (SE 1/4) of Section 28, Township 76 North, Range 27 West, of the 5th P.M., Madison County, Iowa, as filed in Book 2019 Page 2289 of the Madison County Recorder's Office, more particularly described as follows:

Commencing at the Southeast corner of said Section 28, thence North 89°43'28" West, along the South line of said Section 28, a distance of 847.32 feet, to the West line of said Parcel "D", thence North 00°34'50" West, along said West line, a distance of 77.31 feet, to the Point of Beginning, being also the North Right of Way line of Highway 92; thence continuing North 00°34'50" West, a distance of 117.49 feet; thence North 85°34'23" East, a distance of 193.20 feet; thence South 00°04'11" East, a distance of 125.00 feet, to a point on the North Right of Way line of Highway 92; thence South 78°55'28" West, along the North Right of Way line of Highway 92, a distance of 78.82 feet; thence continuing along the North Right of Way line of said Highway 92, North 86°07'12" West, a distance of 114.50 feet to the Point of Beginning, and containing 24,463 square feet or 0.56 acres of land, more or less.

Parcel 'D'
 Bk 2019 Pg 2289
 22.64 acres Gross
 1.68 acres ROW
 20.96 acres Net



- A FOUND 5/8" IR W/IDOT ALUM CAP
- B FOUND 1/25" IR YC 15982

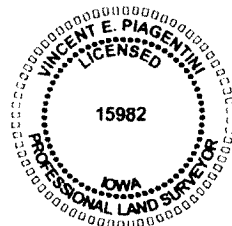
DATE OF SURVEY FIELDWORK: 10/18/19 DRAWING DATE: 10/21/19 DRAFTER: VP PROJECT NO: 16558

SYMBOLS LEGEND:

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

REVISION DATE:

Vincent E. Piagentini
 VINCENT E. PIAAGENTINI, IOWA LIC. NO. 15982 DATE



MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)

- R RECORDED DISTANCE
- M MEASURED DISTANCE
- C CALCULATED DISTANCE
- CORNER MONUMENT FOUND
- SET 1/2" IR YC 15982 UNLESS NOTED
- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- YC YELLOW CAP
- OC ORANGE CAP
- IR IRON ROD
- IP IRON PIPE