

BK: 2021 PG: 3917
Recorded: 9/17/2021 at 12:06:02.0 PM
Pages 10
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.97
Combined Fee: \$55.97
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PERMANENT INGRESS EGRESS EASEMENT

Recorder's Cover Sheet

Preparer Information: Martin J. Kenworthy
Kenworthy Law, P.C.
1204 S.46th Street
West Des Moines, Iowa 50265
Phone: (515) 240-5154

Taxpayer Information: Elizabeth Bolton
4832 Washburn Ave S
Minneapolis, MN 55410

Return Document To: Martin J. Kenworthy
Kenworthy Law, P.C.
1204 S.46th Street
West Des Moines, Iowa 50265
Phone: (515) 240-5154

Grantors: Elizabeth Bolton

Grantees: N/A

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

NOTE: THIS COVER PAGE IS PREPARED IN COMPLIANCE WITH IOWA CODE SECTION 331.606B, (2005). THIS COVER PAGE IS PROVIDED FOR INFORMATION PURPOSES ONLY.

Correction: This Easement is being re-recorded to include the legal description for the Easement Area attached as Exhibit A and to correct the Easement recorded at Book 2021 Page 3914.

PERMANENT INGRESS EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Easement.

For the consideration of One Dollar(s) and other valuable consideration, Elizabeth Bolton, a single person, the owner of the property identified below ("Grantor"), does hereby grant to Elizabeth Bolton, her successors and assigns, the owner of the benefitted property identified below ("Grantee") a non-exclusive permanent easement, including, but not limited to, cross-access through and between the parcels within the benefitted property (the "Easement") for purposes of ingress, egress and cross-access to Grantee's property allowing access to Grantee's property and Warren Avenue, through and across certain property described below ("Easement Area"), together with, and all the rights and privileges incident and necessary to the enjoyment of this Easement as provided herein.

The Easement is within in the following-described real estate of Grantor located in Madison County, Iowa (the "Property"):

The West Half($\frac{1}{2}$) of the Southeast Fractional Quarter($\frac{1}{4}$) of the Southwest Fractional Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

And

The South Fractional Half($\frac{1}{2}$) of the Southeast Fractional Quarter($\frac{1}{4}$), AND the East Half($\frac{1}{2}$) of the Southeast Fractional Quarter($\frac{1}{4}$) of the Southwest Fractional Quarter($\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

The Easement is within the area of the Property and shall be granted for the benefit of Parcels B, C and D, as shown in Plat of Survey filed in Book 2021, Page 3070 on July 23, 2021, in the Office of the Recorder of Madison County, Iowa (the "Benefitted Property"), for the purpose of allowing vehicular and pedestrian access in, upon, over, and across the current and future access drives and roadways, in the Easement Area by the owners, invitees and guests of the Benefitted Property and the Property.

2. Easement Area.

The Easement Area is identified as a 20' Ingress/Egress Easement and is more particularly described as set forth on attached Exhibit "A" (the "Easement Area").

3. No Obstruction.

Grantor and Grantee covenant that no excavation, structure or obstruction will be constructed or permitted in the current or future access drives or roadways within the Easement Area that will adversely affect the owners of either the Property or the Benefitted Property and their use and enjoyment of the Easement.

4. **Covenants of Grantor.**

Grantor hereby covenants that it is lawfully seized and possessed of the Easement Area, that it has good and lawful right to grant the Easement herein, and that it will warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated.

5. **Maintenance.**

Grantor and Grantee, her successors and assigns, shall keep and preserve the Easement Area in good repair and condition at all times. The cost of maintenance and repair set forth in this provision shall be shared equally among such owners with one share allocated to Grantor and one share allocated to each owner of the three (3) parcels within the Benefitted Property. The Easement Area shall be maintained in a good and safe condition, including, but not limited to, maintaining, repairing and replacing any and all gravel, paved surfaces and curbs (as may be applicable from time to time), and removing snow, ice and other debris timely and as necessary. All such maintenance shall be prosecuted in such a manner that it does not adversely affect the use of the Easement Area.

7. **No Merger.**

It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall not be extinguished by reason of the fact that the legal or beneficial title to the entirety of the Property or Benefitted Property (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity.

9. **Intentional/Negligent Acts.**

Notwithstanding any other provision herein to the contrary, any party subject to or benefitted by this Easement that causes damage to the Easement Area due to the negligence or intentional acts of that party, or due to the intentional acts or negligence of others for that party or on behalf of that party, shall be entirely responsible for any such damage resulting from any such intentional acts or negligence, and the repairs and/or replacement necessitated thereby.

11. **Runs with Land.**

The rights and responsibilities created by this Easement shall be deemed to run with the title of the land and shall be binding upon the parties hereto and upon their respective heirs, successors and assigns.

Dated: September 17, 2021.

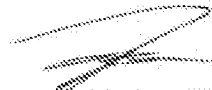
GRANTOR:



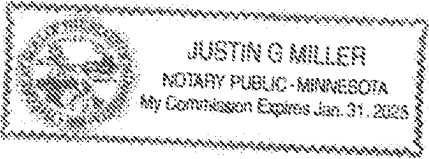
Elizabeth Bolton

STATE OF Minnesota COUNTY OF Hennepin:

On this 17 day of September, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Elizabeth Bolton**, to me known to be the identical person named in and who executed the foregoing instrument.



Notary Public for the State of Minnesota



PREPARED FOR:
 ELIZABETH BOLTON
 4832 WASHBURN AVE S
 MINNEAPOLIS, MN 55410

EXHIBIT 'A'
INGRESS/EGRESS
EASEMENT

PROPERTY OWNERS:
 ELIZABETH BOLTON
 4832 WASHBURN AVE S
 MINNEAPOLIS, MN 55410

1691 WARREN AVENUE
 WARREN COUNTY, IOWA

LEGAL DESCRIPTION: INGRESS/EGRESS EASEMENT

AN INGRESS/EGRESS EASEMENT IN THE SE¼SE¼ AND THE SW¼SE¼ OF SECTION 1, TOWNSHIP 76 NORTH, RANGE 25 WEST OF THE 5TH P.M. THAT ALSO LIES WITHIN PARCELS 'B' AND 'D' IN THE PLAT OF SURVEY RECORDED IN BOOK 2021, PAGE 3070 IN MADISON COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:


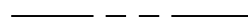
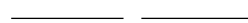

COMMENCING AS A POINT OF REFERENCE AT THE SE CORNER OF SAID SECTION 1; THENCE S81°57'18"W, 40.07 FEET ALONG THE SOUTH LINE OF SAID SECTION TO A POINT ON THE WEST RIGHT-OF-WAY OF WARREN AVENUE; THENCE N00°42'41"E, 558.33 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE S58°01'44"W, 18.15 FEET TO A POINT; THENCE S12°12'28"W, 33.87 FEET TO A POINT; THENCE N77°47'32"W, 12.50 FEET TO A POINT OF REFERENCE 'A'; THENCE N77°47'32"W, 12.50 FEET TO A POINT; THENCE N12°12'28"E, 32.84 FEET TO A POINT; THENCE N00°42'41"E, 33.83 FEET TO A POINT; THENCE S89°17'19"E, 39.98 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY; THENCE S00°42'41"W, 28.00 FEET ALONG SAID WEST RIGHT-OF-WAY TO THE POINT OF BEGINNING.

AND

A 20.00 FEET WIDE EASEMENT WITH A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT PREVIOUSLY MENTIONED REFERENCE POINT 'A'; THENCE S12°12'28"W, 19.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING OF S46°09'24"W, AND ARC LENGTH OF 59.25 FEET TO A POINT OF TANGENCY; THENCE S80°06'19"W, 97.09 FEET TO A POINT; THENCE S85°22'07"W, 272.01 FEET TO A POINT; THENCE S83°04'02"W, 110.37 FEET TO A POINT; THENCE N79°38'28"W, 317.05 FEET TO A POINT; THENCE N81°40'06"W, 49.83 FEET TO A POINT; THENCE S83°23'04"W, 54.44 FEET TO A POINT; THENCE S76°03'11"W, 76.75 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING OF N62°04'57"W, AN ARC LENGTH OF 58.45 FEET TO A POINT OF TANGENCY; THENCE N16°01'18"W, 68.70 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET AND A CHORD BEARING OF N61°09'00"W, AN ARC LENGTH OF 69.44 FEET TO A POINT OF TANGENCY; THENCE S71°28'57"W, 51.56 FEET TO A POINT; THENCE S65°36'13"W, 40.83 FEET TO A POINT; THENCE S56°12'27"W, 43.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AND A CHORD BEARING OF S30°45'44"W, AN ARC LENGTH OF 71.06 FEET TO A POINT OF TANGENCY; THENCE S05°19'01"W, 29.68 FEET TO A POINT OF TERMINUS ON THE SOUTH LINE OF SAID PARCEL 'D'.

LEGEND

	EASEMENT LINES
	LOT LINES
	EASEMENT LINES
	FOUND PROPERTY CORNER
I.P.	IRON PIPE
I.R.	IRON ROD
P.O.B. / P.O.R.	POINT OF BEGINNING / POINT OF REFERENCE
M.	MEASURED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
 515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

DATE:	SEP. 3, 2021
DESIGNED BY:	JDS
DRAWN BY:	PJS

SHEET

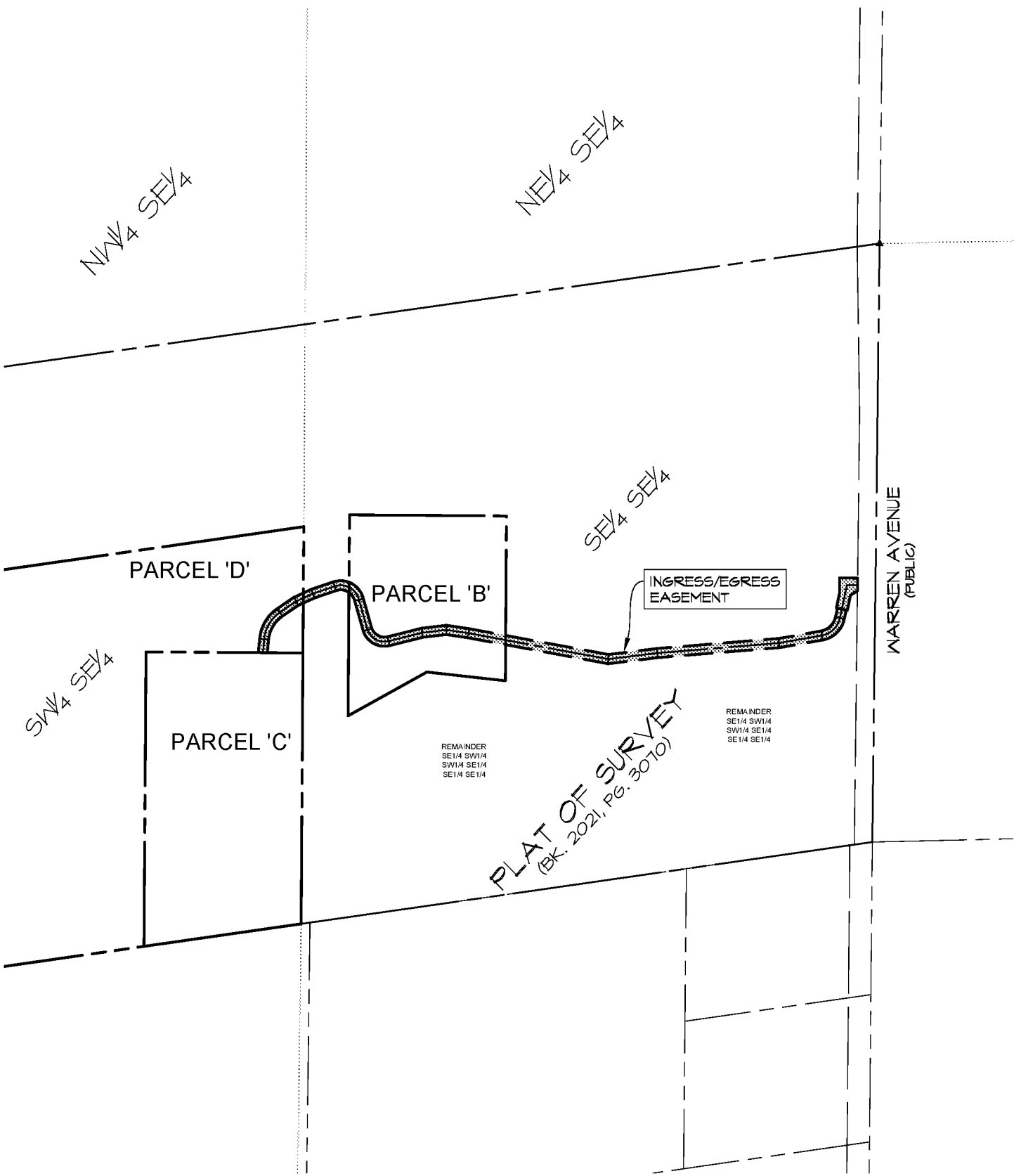
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OF 6

E-8649

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SCALE: 1"=300'



NORTH



SHEET

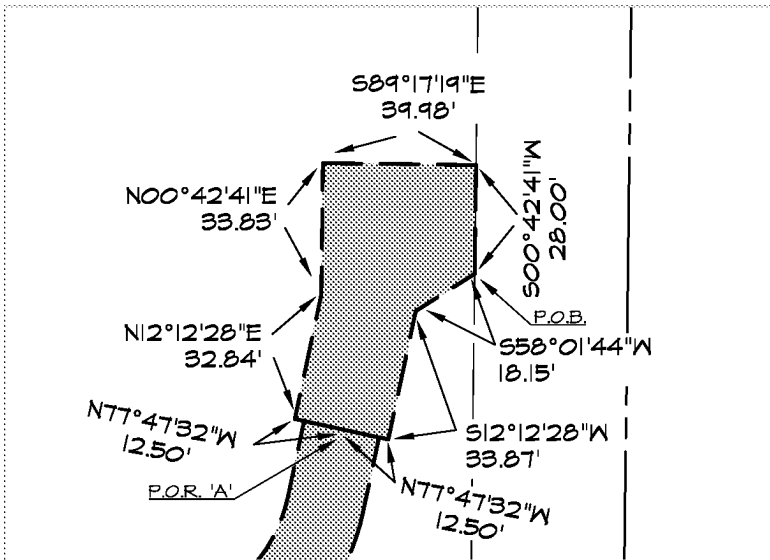
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OF 6

E-8649

DATE: SEP. 3, 2021
 DESIGNED BY: JDS
 DRAWN BY: PJS

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DETAIL SCALE: 1"=50'

SE 1/4 SE 1/4

INGRESS/EGRESS EASEMENT

RIGHT-OF WAY

R.O.W VARIES

P.O.R. 'A'

20' INGRESS/EGRESS EASEMENT

REMAINDER
SE 1/4 SW 1/4
SW 1/4 SE 1/4
SE 1/4 SE 1/4

PLAT OF SURVEY
(BK. 2021, PG. 3010)

WARREN AVENUE
(PUBLIC)

550.33'
N00°42'41"E 945.67'

N81°57'18"E
40.47'

P.O.C.

SHEET

3

OF 6

E-8649



Civil Engineering Consultants, Inc.

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SCALE: 1"=100'

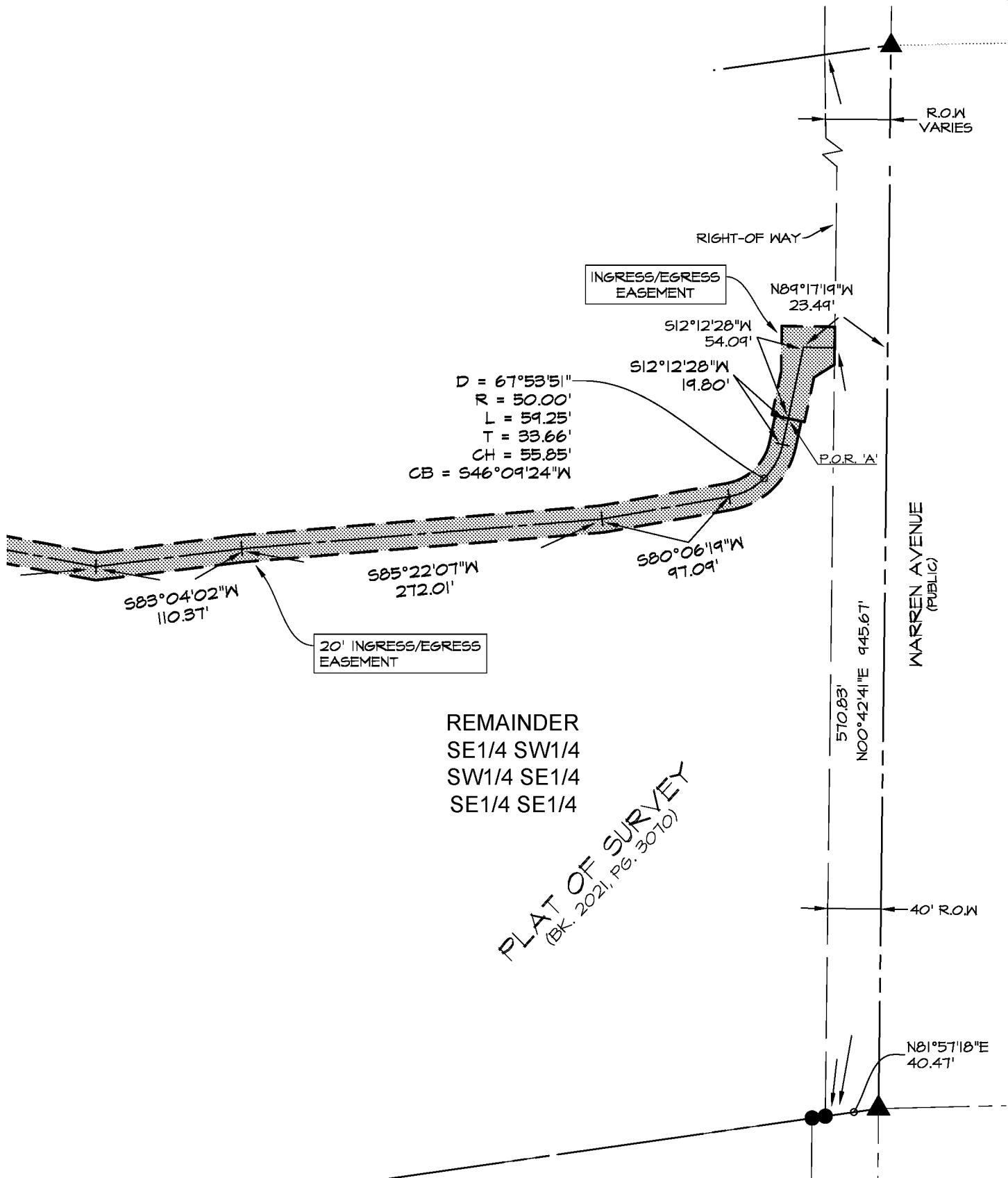


NORTH



DATE:	SEP. 3, 2021
DESIGNED BY:	JDS
DRAWN BY:	PLS

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SCALE: 1" = 100'



NORTH



SHEET

4

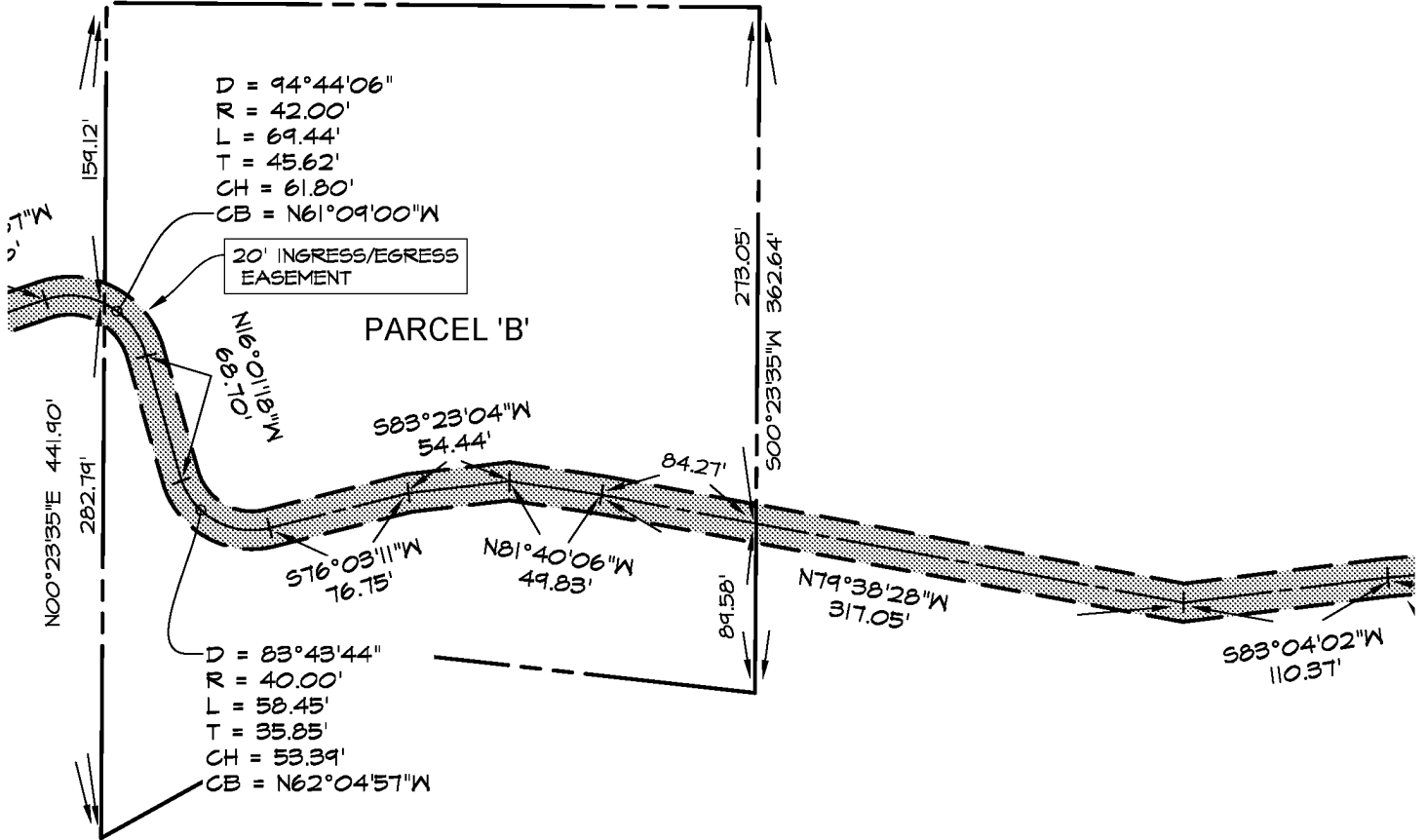
OF 6

E-8649

DATE:	SEP. 3, 2021
DESIGNED BY:	JDS
DRAWN BY:	PLS

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SE 1/4 SE 1/4



$D = 94^{\circ}44'06''$
 $R = 42.00'$
 $L = 69.44'$
 $T = 45.62'$
 $CH = 61.80'$
 $CB = N61^{\circ}09'00''W$

20' INGRESS/EGRESS EASEMENT

PARCEL 'B'

$D = 83^{\circ}43'44''$
 $R = 40.00'$
 $L = 58.45'$
 $T = 35.85'$
 $CH = 53.39'$
 $CB = N62^{\circ}04'57''W$

REMAINDER
 SE 1/4 SW 1/4
 SW 1/4 SE 1/4
 SE 1/4 SE 1/4

PLAT OF SURVEY
 (BK. 2021, PG. 3010)



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SCALE: 1" = 100'



NORTH



SHEET

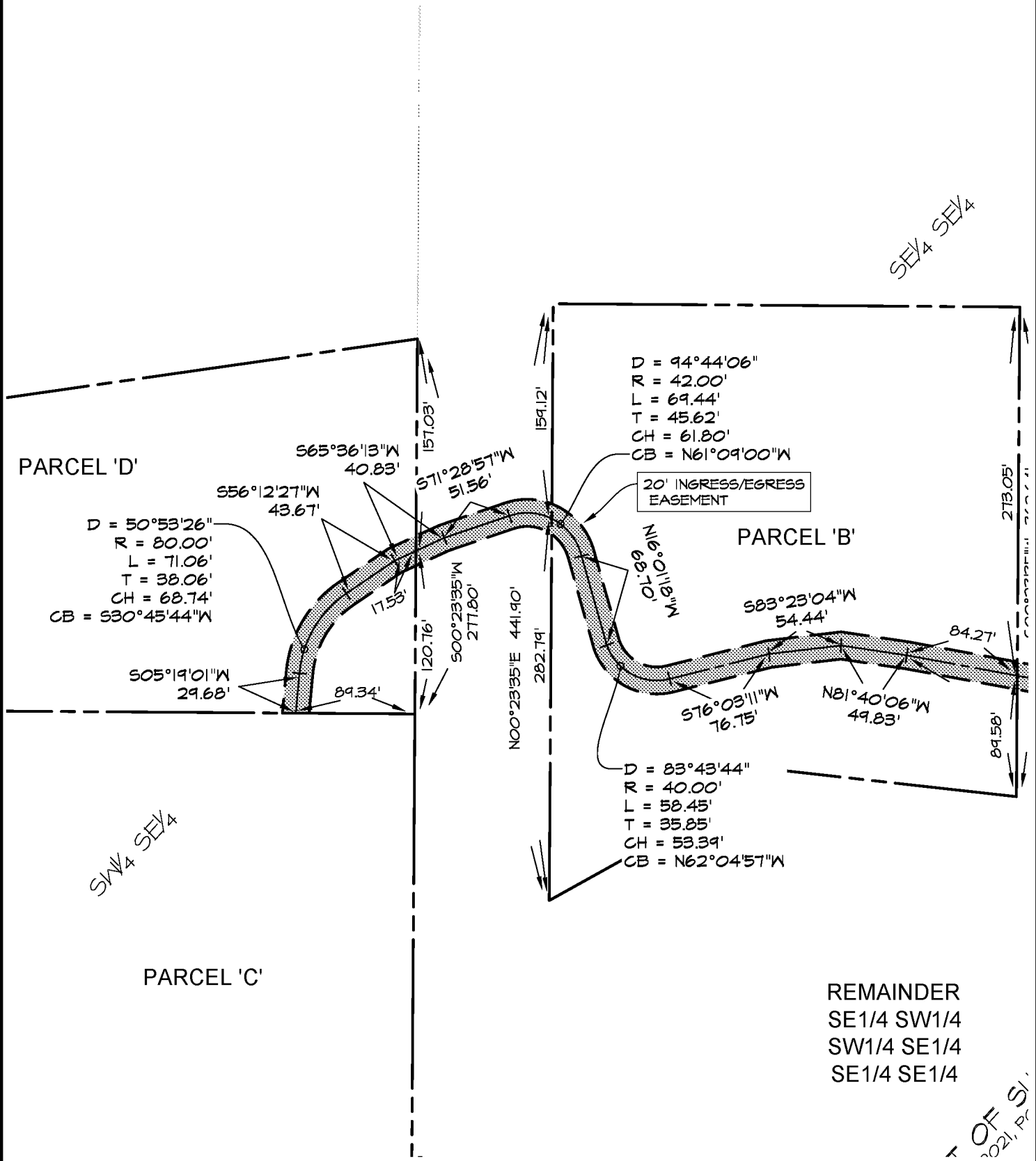
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OF 6

E-8649

DATE: SEP. 3, 2021
 DESIGNED BY: JDS
 DRAWN BY: PJS

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515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

SCALE: 1" = 10'



NORTH



SHEET

6

OF 6

DATE:

SEP. 3, 2021

DESIGNED BY:

JDS

DRAWN BY:

PLS

E-8649