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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

✓ Preparer  
 Information Robert W. Reynoldson, 200 West Jefferson Street, Osceola, Iowa 50213, (641) 342-2157  
 Individual's Name Street Address City Phone  
 Robert W. Reynoldson ISBA # AT0006482

### ACCESS EASEMENT

This ACCESS EASEMENT is entered into by and between Darcy Hutchison and Jerry Hutchison, wife and husband (hereinafter referred to as "Grantors") and Jeffrey Lee Weller (hereinafter referred to as "Grantee").

### ACKNOWLEDGMENTS

Grantors and Grantee mutually agree and acknowledge as follows:

- A. Grantors own the following described real estate, hereinafter designated "Tract 1":

The West 35 Acres of the Northwest Quarter of the Northeast Quarter of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

EXCEPT

Parcel C, a part thereof, more specifically described in Plat of Survey, filed October 14, 2020, in Book 2020, at Page 3916, of the Madison County Records.

- B. Grantee owns the following described real estate, hereinafter, designated as "Tract 2":

The West One-half of the Southwest Quarter of the Northeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

- C. 310<sup>th</sup> Street, running east and west, lies immediately North of Tract 1.
- D. Tract 2 has no direct access onto 310<sup>th</sup> Street.

- E. An existing driveway enters Tract 1 from 310<sup>th</sup> Street.
- F. The owners of Tract 1 are willing to grant Grantees a permanent non-exclusive easement to construct and thereafter use a new field entrance from 310<sup>th</sup> Street to gain access to an "easement tract" in the Northwest Quarter of the Northeast Quarter (NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22) Township Seven-two (72) North, Range Twenty-five (25) West, Madison County, Iowa, said "easement tract" being more specifically defined in Subparagraph G below.
- G. In consideration of the covenants and promises contained herein, and subject to Grantee's compliance with Madison County rules and regulations, Grantors hereby grant Grantee a permanent non-exclusive easement to construct, and thereafter use, a new field entrance, not to exceed 24 feet in width, from 310<sup>th</sup> Street to the Northeast Corner of the below described easement tract and hereby, further grant, Grantees a permanent non-exclusive easement to use the following described easement tract, situated in Tract 1, to-wit:
- Beginning at a point where the aforementioned field entrance, upon its completion, joins a tract of land 24 feet in width at the east boundary line of Tract 1 and thereafter extends southerly along said east boundary line of said Tract 1 to the North boundary line of Grantee's Tract 2.
- H. Grantors reserve unto themselves, their assigns and successors in interest, as well as their agents, employees and invitees, the right to use the field entrance and easement tract.
- I. Grantee shall be fully responsible for cost of construction and, thereafter, maintenance of the easement tract, including the placement and replacement of gravel, if any, or other surface materials on the easement tract.
- J. Grantee shall maintain the easement tract in good condition, smoothing out any ruts or other disfigurement resulting from Grantee's use of the easement tract. Likewise, Grantors, shall smooth out any ruts or other disfigurement to the easement tract caused by their use.
- K. Neither Grantors nor Grantee shall park on the easement tract or fence the easement tract.
- L. Neither Grantors nor Grantee shall place a gate, fence or other obstruction on the easement tract upon which Grantee is herein granted a permanent non-exclusive easement, except that Grantee, at his expense, may put a gate at the point where the easement tract intersects with the North boundary line of Grantee's Tract 2.

M. This easement is a permanent easement which shall be a covenant running with the land and shall be binding on Grantors and Grantee and their successors in title to Tract 1 and Tract 2.

Signed and dated by Grantors 12 day of ~~January~~ <sup>February</sup>, 2021.

Signed and dated by Grantee 25 day of January, 2021.

GRANTORS:

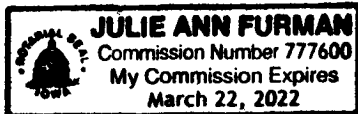
GRANTEE:

Darcy Hutchison  
Darcy Hutchison  
Jerry Hutchison  
Jerry Hutchison

Jeffrey Lee Weller  
Jeffrey Lee Weller

STATE OF IOWA )  
 )ss:  
COUNTY OF Clarke )

On this 12 day of ~~January~~ <sup>February</sup>, 2021, before me, the undersigned, personally appeared Darcy Hutchison and Jerry Hutchison, wife and husband, to me known to be the persons in and who executed the foregoing instrument and acknowledge that they executed same as their voluntary act and deed.



Julie Ann Furman  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 )ss:  
COUNTY OF Madison )

On this 25 day of January, 2021, before me, the undersigned, personally appeared Jeffrey Lee Weller, to me known to be the persons named in and who executed the foregoing instrument and acknowledge that he executed same as their voluntary act and deed.

Linda K Dutton  
Notary Public in and for the State of Iowa

