

BK: 2023 PG: 1049  
Recorded: 5/15/2023 at 8:10:47.0 AM  
Pages 3  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

This Agreement prepared by and return to:  
Joseph K. Strong, P. O. Box 215, Indianola, IA 50125 (515) 961-2574

---

### INGRESS/EGRESS EASEMENT AGREEMENT

**BE IT REMEMBERED** that in consideration of the mutual promises herein contained, the following Agreement was made and entered into by and between **Jamey R. Meyer and Jocelyn S. Meyer**, husband and wife, hereinafter referred to as "**GRANTOR**" and **City State Bank**, Norwalk, Iowa "**GRANTEE**"

**WHEREAS**, GRANTOR is the owner of the following described real estate, to-wit:

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 15, Township 77 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa ("**Encumbered Property**")

**WHEREAS**, GRANTOR and GRANTEE have, contemporaneous with this Easement, entered into a Promissory Note and Mortgage, with GRANTEE retaining a security interest in the Encumbered Property.

**WHEREAS**, GRANTOR and GRANTEE do hereby agree that in order to maintain the value of the Encumbered Property, the GRANTEE shall be granted an Ingress/Egress Easement subject to the following terms and conditions across the following described real property, which is owned by the GRANTOR:

The South 50 feet of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 15, Township 77 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa EXCEPT Parcel K therein ("**the Easement Area**")

**WHEREAS** the GRANTOR and GRANTEE do hereby agree that said Easement shall be perpetual and run with the land unless and until specifically released in writing by GRANTEE, and do hereby specifically agree that this Easement shall continue in full force and effect in the event the Encumbered Property becomes owned by the GRANTEE or any successor, grantee, devisee or assign of the GRANTEE

**THEREFORE**, in consideration of One Dollar and other good and valuable consideration, the Grantor and GRANTEE agree as follows:

1. GRANTOR grants to GRANTEE, its GRANTEE'S, invitees, executors, administrators, heirs, devisees, successors or assigns, a nonexclusive perpetual easement for ingress and egress over and across the Easement Area.

2. This Easement Agreement is subject to the following terms and conditions:

A. The Easement Area shall be used solely for ingress and egress by GRANTEE, as well as the GRANTEE's successors, assigns, heirs or devisees from the adjoining public roadway, locally known as "Cumming Road", to the Encumbered Property.

B. GRANTOR and GRANTEE shall not allow any structures, barricades or any other temporary or permanent obstructions of any kind to be constructed or placed on any portion of the Easement Area.

C. GRANTOR and GRANTEE shall not dump any material within the Easement Area which is likely to cause an environmental hazard.

D. GRANTOR and GRANTEE shall not use the Easement Area in any way to unreasonably interfere with the others use of the Easement Area or to cause a nuisance or hazard to the others property.

E. GRANTOR and GRANTEE shall not park any vehicles, equipment or machinery in the Easement Area.

3. The grant and other provisions of this Agreement shall be binding upon the parties hereto, their grantees, invitees, executors, administrators, heirs, devisees, successors or assigns and shall constitute and be construed as a covenant running with the real estate described herein.

**TO ALL OF WHICH** the parties hereto have mutually agreed and affixed their signatures this 12<sup>th</sup> day of May, 2023.

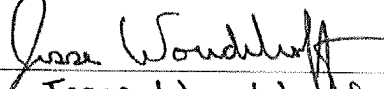
**GRANTOR:**

  
\_\_\_\_\_  
Jamey R. Meyer

  
\_\_\_\_\_  
Jocelyn S. Meyer

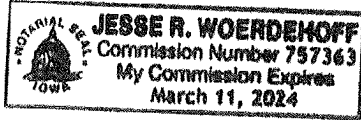
**GRANTEE:**

City State Bank

  
By: Jesse Waerdehoff  
As: Vice President

STATE OF IOWA :  
 : SS  
COUNTY OF WARREN :

On this 12<sup>th</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jamey R. Meyer and Jocelyn S. Meyer to me known to be the identical persons named in and who executed the within and foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.



Jesse Woerdenhoff  
Notary Public

STATE OF IOWA :  
 : SS  
COUNTY OF WARREN :

On this 12<sup>th</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jesse Woerdenhoff as Vice President of City State Bank, to me known to be the identical person named in and who executed the within and foregoing Agreement, and acknowledged that he executed the same as \_\_\_\_\_ voluntary act and deed and as the voluntary act and deed of City State Bank

Thomas Dougherty  
Notary Public

