

BK: 2023 PG: 303
Recorded: 2/17/2023 at 3:58:54.0 PM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and Return to: Conner L. Wasson, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611

INGRESS-EGRESS EASEMENT

This Ingress-Egress Easement is dated 2/15/2023, 2023 and is granted by Paul E. Nelson (the "Landowner") to New Skye Farm, L.C. (the "User").

The Landowner owns certain real estate located within the NW ¼ of the NW ¼ of Section 5, Township 73 North, Range 26 West of the 5th P.M. and NE ¼ of the NE ¼ of Section 6, Township 73 North, Range 26 West of the 5th P.M., Clarke County, Iowa (the "Burdened Property").

The User owns real estate adjacent to north of the Burdened Property located within the SW ¼ of Section 32, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa (the "Benefitted Property"). The Benefitted Property does not currently have documented access to the public right-of-way shown on the attached Exhibit A as an 80-foot-wide county road. Therefore, the User has requested from the Landowner a 40-foot-wide ingress-egress easement across the Burdened Property to access the Benefitted as shown on Exhibit A. The purpose of this easement is to document the parties' rights and responsibilities concerning the ingress-egress easement.

The Landowner therefore agrees as follows:

1. **Grant of Easement.** The Landowner hereby conveys to User, and User's successor in interest, an access easement for pedestrian and vehicular traffic over the real estate legally described on **Exhibit A** as:

40' wide easement for ingress and egress lying over a portion of the NW ¼ of the NW ¼ of Section 5, Township 73 North, Range 26 West of the 5th P.M. and NE ¼ of the NE ¼ of Section 6, Township 73 North, Range 26 West of the 5th P.M., Clarke County, Iowa, whose centerline is described as follows:

Commencing at the Northwest corner of Section 5, Township 73 North, Range 26 West of the 5th P.M., Clarke County, Iowa, thence N86° 37' 57"E, along the North line of said Section 5, a distance of 9.77' to the Point of Beginning; thence S02° 21'28"W a distance of 115.26'; thence S41° 42'31"W a distance of 25.09' to Northeast side of the Clarke County Right-of-Way as recorded in the Petition and Consent for Highway dated June 26th, 1950 of the Clarke County, Iowa, Recorder's Office (the "Easement Area").

2. **Limitations on Use.** The Landowner shall not use, or permit the use of, the Burdened Property in any way that obstructs, interferes with, or impairs the User's use of the Easement Area. Specifically, the Landowner shall not construct any improvements in the Easement Area or change the grade of the Easement Area.

3. **Repair and Maintenance.**

- a. If the User, or its successor in interest to the Benefitted Property, believe any repair or maintenance is required to keep the access road in safe and usable condition, the User may complete the work at its own cost and on its own schedule.
- b. Notwithstanding subsection 3(a), if the Landowner or its successors in interest damages or destroys the access road, the Landowner shall promptly make such repairs at Landowner's sole cost and expense.

4. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this easement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

5. **Choice of Law.** All claims relating to this easement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

6. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this easement shall be in state court located in either Clarke or Madison County, Iowa.

7. **Entire Agreement.** This easement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

8. **Modification.** No amendment of this easement will be effective unless it is in writing and signed by the Landowner and the User, or their respective successor in interest.

9. **Waiver.** No waiver under this easement will be effective unless it is in writing and signed by the person or entity granting the waiver.

10. **Severability.** The parties agree that if a dispute between the parties arises out of this easement, they would want the court to interpret this easement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this easement will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this easement, by holding the entire easement unenforceable.

The Landowner is signing this easement as of the date stated in the introductory clause.

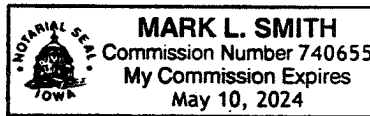
By: Paul E. Nelson
Paul E. Nelson

STATE OF IOWA, COUNTY OF Madison, ss:

The foregoing record was duly acknowledged before me on Feb. 15th, 2023 by Paul E. Nelson.

M. L. Smith
Notary Public in and for the State of Iowa

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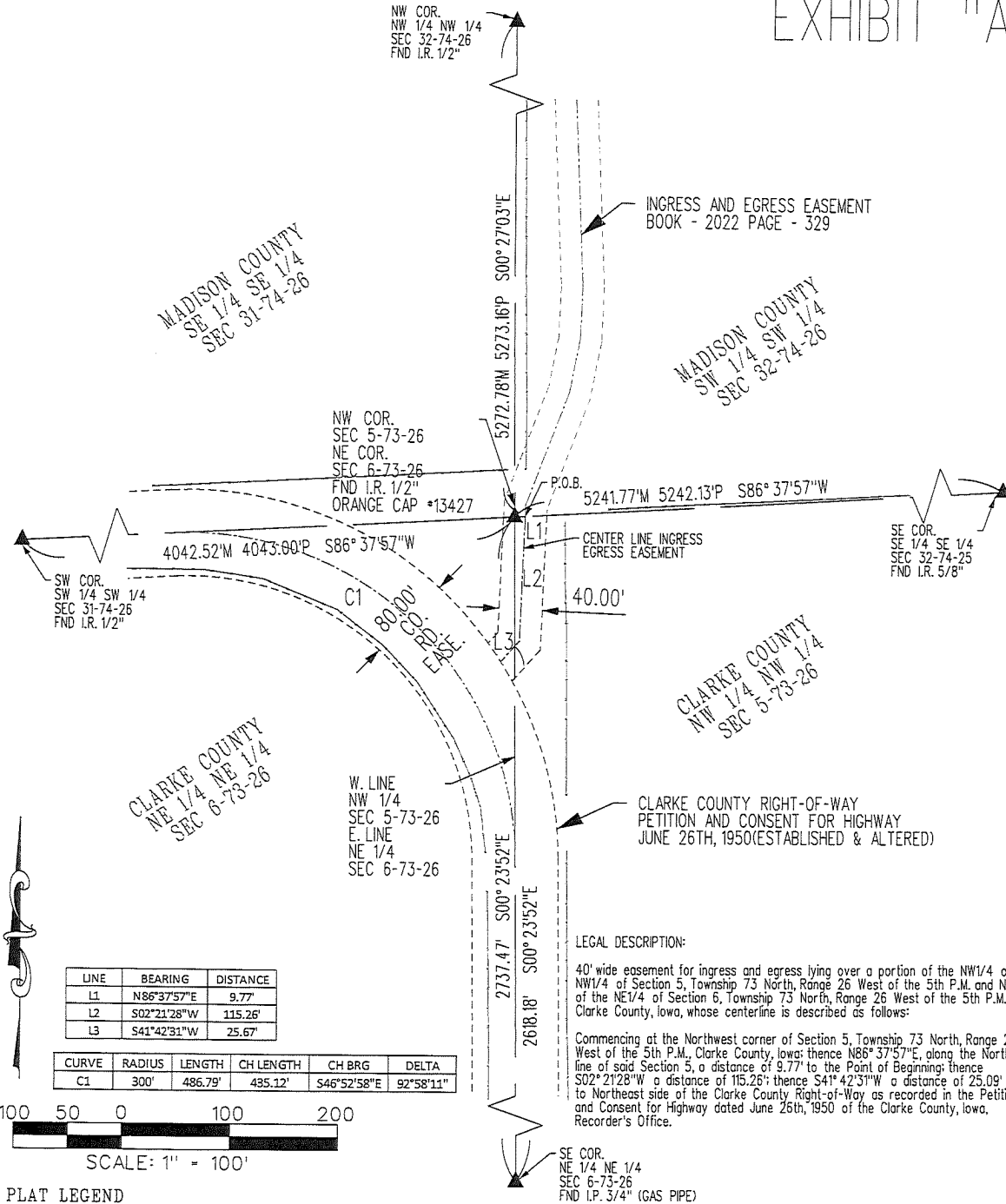


INDEX LEGEND - INGRESS-EGRESS EASEMENT

LOCATION:	1707 SHORE STREET, TRURD, IA
REQUESTOR:	IOWA NATURAL HERITAGE FOUNDATION
PROPRIETOR:	PAUL E. NELSON
SURVEYDR:	MARK L. LEE
SURVEY CO.:	LEE CHAMBERLIN CONSULTANT ENGINEERS
RETURN TO:	MARK L. LEE, PE, PLS 10430 New York Ave, Ste C URBANDALE, IA 50322-3773 TELE: (515) 252-7457 mlee@leechamberlinengineers.com

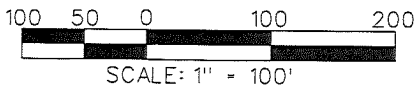
INGRESS-EGRESS EASEMENT. PART OF THE NE1/4 NE1/4 OF SEC 6-73-26 & NW1/4 NW1/4 OF SEC 5-73-26, CLARKE COUNTY, IOWA.
PREPARED BY: MARK L. LEE, PE, PLS, LEE CHAMBERLIN CONSULTANT ENGINEERS, INC. 10430 NEW YORK AVE. STE C URBANDALE, IA 50322-3773 TELE: (515) 252-7457

EXHIBIT "A"



LINE	BEARING	DISTANCE
L1	N86°37'57"E	9.77'
L2	S02°21'28"W	115.26'
L3	S41°42'31"W	25.67'

CURVE	RADIUS	LENGTH	CH LENGTH	CH BRG	DELTA
C1	300'	486.79'	435.12'	S46°52'58"E	92°58'11"



PLAT LEGEND

- | | | |
|--|--------|-------------------------------|
| ▲ FOUND SECTION CORNER MONUMENT | IR. | IRON ROD (REROD) |
| △ SECTION CORNER SET 3/8" IRON ROD W/YELLOW CAP *11582 | MD | MEASURED DIMENSION |
| ● FOUND MONUMENT | PD | PLATTED OR RECORDED DIMENSION |
| I FOUND RIGHT-OF-WAY RAIL | P.O.B. | POINT OF BEGINNING |
| ⊗ FOUND FENCE CORNER POST | P.U.E. | PUBLIC UTILITY EASEMENT |
| ● FOUND P.L., P.C., P.T., P.O.T. | --- | SECTION LINE |
| ○ SET 3/8" IRON ROD W/YELLOW CAP *11582 | ---- | CENTERLINE |
| ○ SET STEEL NAIL W/WASHER *11582 | ---- | EASEMENT LINE |
| IP. | --- | FENCE LINE |

PROJECT NO. 22023

DATE JAN 25, 2023	SHEET 1	FIELD WORK PERFORMED: DEC 12 THRU DEC 20, 2022	DRAWN BY: HCL	CHECKED BY: MLL
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I hereby certify that this land surveying document was prepared and the related survey 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.

Signature: *Mark L. Lee* Date: 1-25-2023

Name: (Printed or typed) MARK L. LEE
License Number 11582
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal: SHEET 1