

BK: 2024 PG: 2273
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Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

**Ingress-Egress Easement
Recorders Cover Sheet**

Preparer Information:

Samuel E. Charnetski
2661 86th St.
Urbandale, IA 50322
515-727-1720

Return Document To:

Samuel E. Charnetski
2661 86th St.
Urbandale, IA 50322
515-727-1720

Grantors:

Arthur A. Smith, as Trustee of the Arthur A. Smith Revocable Trust

Grantees:

Ryan David McClanahan and Amanda Renee McClanahan

Legal Description:

The North Twenty Feet (N 20') of the FRL Northwest Quarter (NW¹/₄) of the Northwest Quarter (NW¹/₄) of the Northeast Quarter in Section One (1), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M.

INGRESS-EGRESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Arthur A. Smith, as Trustee of the Arthur A. Smith Revocable Trust (hereinafter called "Grantor") in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto Ryan David McClanahan and Amanda Renee McClanahan ("Grantees"), owners of the real estate legally described as:

Parcel "C" located in the North Half (1/2) of the Northeast Quarter (1/4) of Section One (1), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 23.3 acres, as showing in Plat of Survey filed in Book 2010, Page 1037 on May 6, 2010 in the Office of the Recorder of Madison County, Iowa.

("Benefited Property")

a perpetual and exclusive roadway and right-of-way easement, as from time to time determined by Grantee, over, under, through and across the following described real estate:

The North Twenty Feet (N 20') of the FRL Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Northeast Quarter in Section One (1), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M.

("Easement Area")

for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining an ingress and egress right-of-way over, through and across said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and his successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas without obtaining the prior written approval of Grantee and/or its successors and assigns. Grantor and Grantees acknowledge the current existence of a gate in the Easement Area, which would constitute a violation of this provision, but agree the gate may remain so long as Grantor and his successor and assigns

never use the gate to restrict Grantees', or their successors or assigns, access to the Benefited Property. In the event Grantor or his successors or assigns use the existing gate to block access to the Easement Area, Grantor or his successors or assigns shall remove the gate at their sole cost and shall replace and restore, at their sole cost, any and all improvements made in the Easement Area that are damaged or destroyed by the removal of said gate.

2. **MAINTENANCE OF EASEMENT.** Grantor and his successors and assigns shall keep and preserve the East 146 feet of the Easement Area in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the purposes of the easement. Grantor and his successors and assigns shall be responsible for the reasonable cost of maintenance, repair, and replacement of gravel driving surface for the East 146 feet of the Easement Area. Grantees and their successors and assigns shall be responsible for the reasonable cost of maintenance, repair, and replacement for the West 509.4 feet of the Easement Area.
3. **CHANGE IN GRADE PROHIBITED.** Grantor and Grantees, and their respective successors and assigns, shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the other party and/or their successors and assigns.
4. **RIGHT OF ACCESS.** Grantees shall have the right of access to the Easement Area from property adjacent 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 any unauthorized obstructions or structures placed or erected on the Easement Areas.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, exclusive, permanent and run with the Benefited Property and shall be binding on Grantor and on Grantor's successors and assigns.
6. **PROPERTY TO BE RESTORED.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any Easement Area, Grantees and their successors and assigns shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration.

7. **TERMINATION OF PREVIOUS EASEMENT.** Grantor and Grantees hereby agree to the termination of the Easement conferred to the Benefited Property, and now benefitting Grantees, in the Trustee Warranty Deed recorded in Book 2024, Page 1925 in the records of the Madison County Recorder ("Previous Easement"). It is the intention of the Grantor and Grantees that the terms of the Previous Easement be given no force and effect as of the recording date of this Ingress-Egress Easement

Grantor does **HEREBY COVENANT** with Grantees that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Signed this 14 day of September, 2024

Arthur A. Smith
Arthur A. Smith, Trustee of the
Arthur A. Smith Revocable Trust


STATE OF IOWA)
 Madison) ss
COUNTY OF ~~POLK~~)

On this 14th day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Arthur A. Smith, as Trustee of the Arthur A. Smith Revocable Trust, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his voluntary act and deed.


Garry M. Cox
Notary Public in and for the State of Iowa



Signed this 14 day of September, 2024



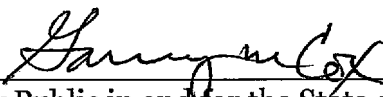
Ryan David McClanahan



Amanda Renee McClanahan

STATE OF IOWA)
 DALLAS) ss
COUNTY OF POLK)

On this 14th day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan David McClanahan and Amanda Renee McClanahan, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

