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Pages 2
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and return to: Chad Learned, Learned & Associates, P.C., 812 Ashworth Rd, West Des Moines, IA 50265 (515) 225.8488

ACCESS AND DRIVEWAY EASEMENT

THIS DECLARATION is made on the date set forth below by MBV Properties, LLC, hereinafter referred to as Declarant;

WHEREAS, Declarant is the owner of certain real estate in Madison County, Iowa:

Lot three (3) and four (4) of Hogback Bridge Acres.

NOW THEREFORE, Declarant hereby declares that all properties within the above described real estate shall be held, sold and conveyed subject to the following conditions, covenants and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I. Definitions

Section 1.01 Owner

- (a) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the property, except that a vendee in possession under a recorded contract of sale of any parcel shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 1.02 Properties

- (a) "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 1.03 Parcels

- (a) "Parcels" shall mean and refer to the numbered Parcels as shown upon the plat described as Hog Bridge Acres, an Official Plat in Madison County, Iowa.

Section 1.04 Driveway

- (a) The 20 foot ingress/egress easement area depicted on the Plat of Hogback Bridge Acres as enlarged or reduced as the Owners may agree in writing from time to time.

Article II. Necessity

WHEREAS, the undersigned deems it necessary to provide a shared driveway for access to each Parcel.

WHEREAS, it is the intention and purpose of the undersigned that the shared driveway shall be used and operated to provide access to the Parcels connected thereto, for the use of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the shared driveway for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the undersigned desires to reduce to writing their respective rights and obligations pertaining to said shared driveway.

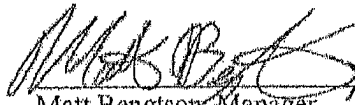
Article III. Requirements and Obligations

NOW THEREFORE, the shared driveway shall be used by the undersigned, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:


Section 3.01 That no party may install landscaping or improvements that will impair the use of said easements.

Section 3.02 That the benefits and burdens of this Easement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the Declarant have hereunto set their hands and seal the day and year above written.


Matt Bengtson, Manager

On this 3 day of May 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bengtson as Manager of MBV Properties, LLC, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.


NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

