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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

## RIGHT OF WAY EASEMENT

### Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)

John E. Casper, 223 E. Court Avenue, PO Box 67, Winterset, Iowa 50273 515-462-4912

**Taxpayer Information:** (name and complete address)

Elton A. and Cinda L. Root  
2712 N. John Wayne Drive  
Winterset, Iowa 50273

**✓ Return Document To:** (name and complete address)

John E. Casper  
P.O. Box 67  
Winterset, Iowa 50273

**Grantors:**

Sylvia N. DeWitt

**Grantees:**

Elton A. Root  
Cinda L. Root

**Legal Description:** See page 2.

**Document or instrument number of previously recorded documents:**

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owner, Sylvia N. DeWitt, a single person, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable consideration, receipt of which is acknowledged, does hereby grant to Elton A. Root and Cinda L. Root, husband and wife, their successors and assigns, hereafter called the Grantee, the perpetual right and easement to enter upon, over and along the following described property situated in Madison County, Iowa, to-wit:

A thirty foot (30') private road right of way along, across and upon an area being fifteen foot (15') on each side of a centerline described as follows:

**A 30.00-foot wide Ingress/Egress easement located on the existing Parcel "D" in the Northeast Quarter of the Northeast Quarter of Section 25, Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, the centerline of which is more particularly described as follows:**

**Commencing at the Northeast corner of Section 25, Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 89°32'18" West, 163.14 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 25 to a point on the West right-of-way line of U.S. Highway No. 169; thence South 02°31'54" West, 409.21 feet along said R.O.W. line to the Easement Point of Beginning; thence South 31°53'27" West, 9.85 feet along the centerline of a 30.00-foot wide Ingress/Egress easement; thence South 49°35'47" West, 56.67 feet along said centerline; thence South 58°14'49" West, 152.42 feet along said Centerline; thence South 63°12'24" West, 155.60 feet along said centerline; thence South 75°02'54" West, 55.00 feet along said centerline; thence North 82°22'03" West, 40.11 feet along said centerline; thence North 46°47'59" West, 40.06 feet along said centerline; thence North 17°05'02" West, 42.00 feet along said centerline; thence North 01°14'43" East, 59.36 feet along said centerline; thence North 08°11'34" East, 97.73 feet along said centerline; thence North 02°07'21" West, 82.91 feet along said centerline; thence North 23°06'26" West, 27.40 feet along said centerline; thence North 39°07'15" West, 24.88 feet along said centerline to the termination point of this easement,**

for use of this real estate as an ingress and egress private right-of-way to the Grantee's real estate described below and, incident thereto, to maintain at the Grantee's cost this real estate for the

purposes related to this Grant.

The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this easement, she is the owner of the above described land; has full right and authority to validly grant this easement; and, the Grantee may quietly enjoy their estate in the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush located on the above described easement property (or adjacent to which overhang the same) and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in their judgment such will interfere with the use of the right-of-way as access to the Grantee's real estate legally described as:

**Parcel "C" in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 3, Page 16 on June 10, 1997 in the Office of the Recorder of Madison County, Iowa.**

In consideration of such grant, Grantee agrees the Grantor reserves the right to use the easement area as access to the Grantor's real estate; the Grantee agrees not to fence-in the easement area; the Grantee shall timely maintain the easement area to ensure erosion control thereon and the maintenance of any culverts or similar structures; and, the Grantee agrees not to change or disturb the real estate grade except as may be necessary for erosion control or to hard-surface the traveled portion of the easement area. Incident to the Grantee's use of this easement, the Grantee, their successors and assigns shall not have the right to file any mechanic's lien against the Grantor's premises for repairs or maintenance performed to the easement right of way by themselves or any other person including a contractor or subcontractor acting on their behalf. The Grantee, their

successors and assigns shall give proper notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any repairs or maintenance on the easement premises.

The Grantor and Grantee covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements, except partition fencing and culvert-type structures, will be erected upon or along the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling unless necessary for erosion control purposes.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

This Agreement supersedes and replaces the Easement Agreement, dated April 21, 2003 and filed for record on April 24, 2003 in the Madison County Recorder's Office in Book 2003 at Page 2358.

Dated this 19th day of December, 2008.

Grantor:

Sylvia N. DeWitt

Grantee:

Elton A. Root

Cinda L. Root

STATE OF IOWA :

:ss

MADISON COUNTY:

On this 19th day of December, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Sylvia N. DeWitt, a single person, and Elton A. Root and Cinda L. Root, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa