



Document 2011 658

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

CORRECTED EASEMENT FOR ACCESS

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067 (515) 462-4912

Taxpayer Information: (name and complete address)

Lonna J. and Daniel J. Nielsen, 1863 Earlham Road, Winterset, Iowa 50273

Return Document To: (name and complete address)

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067

Grantors:

Lonna J. Nielsen

Daniel J. Nielsen

Grantees:

Billy J. Tucker

Kimberly J. Tucker

Legal Description: Page -2-

Document or instrument number of previously recorded documents: N/A

CORRECTED
EASEMENT FOR ACCESS

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Lonna J. Nielsen and Daniel J. Nielsen, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to Billy J. Tucker and Kimberly J. Tucker, 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 the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and in the South Half (1/2) of the Northeast Quarter (1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, to-wit:

The East 30 feet of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) that lies between the North line of Parcel "D", located in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) as shown in the Plat of Survey filed December 15, 2004, in Book 2004, Page 5935, in the Office of the Recorder of Madison County, Iowa, and the South line of Parcel "B", located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) as shown in Plat of Survey filed in Book 2, Page 678 on May 6, 1996 in the Office of the Recorder of Madison County, Iowa; AND a strip of land 30 feet wide described as beginning 30 feet West of the Southeast corner of said Parcel "B", thence West along the South Boundary line of said Parcel "B" to the Southwest corner thereof (which is also the Southeast corner of Parcel "H" owned by Grantee herein), thence continuing West 30 feet along the South boundary line of said Parcel "H", thence South 30 feet, thence East to a point 30 feet West of the East section line, thence North to the Point of Beginning.

for use of this real estate as an ingress and egress, private (non-public) right-of-way to the Grantee's real estate described as:

Parcel "H" in the Southeast Quarter of the Northwest Quarter and the South Half of the Northeast Quarter all in Section 13, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa as shown in the Plat of Survey filed November 24, 2009, in Book 2009 at Page 3562, in the Office of the Recorder of Madison County, Iowa (hereinafter referred to as the "dominant estate").

The right of ingress and egress is specifically limited to pedestrian and non-motorized vehicle traffic.

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

In consideration of such grant, Grantee agrees the Grantor reserves the right to use the easement area; the Grantee agrees not to fence-in the easement area; and, the Grantee agrees not to change or otherwise disturb or alter the easement area in any way. The Grantee further agrees that no party or person utilizing the easement area shall at any time cause any damage or destruction to the easement area or crops growing thereon. The Grantee shall be liable for any damage or destruction to the easement area and/or crops growing thereon resulting from the use of the same and the Grantee shall hold the Grantor harmless and shall indemnify them.

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.

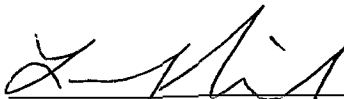
This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

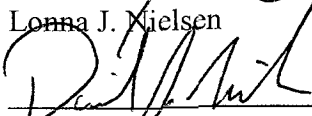
This Corrected Easement for Access corrects and supersedes that Easement for Access which was recorded on December 10, 2009 in the Madison County Recorder's Office in Book 2009 at Page 3722.

Dated this 4th day of March, 2011.

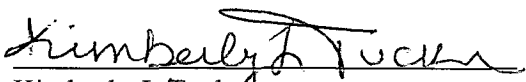
Grantor:

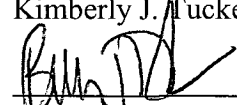
Grantee:



 Lonna J. Nielsen


 Daniel J. Nielsen

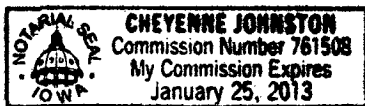


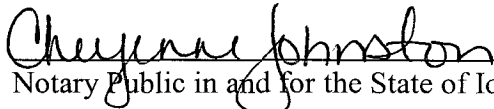
 Kimberly J. Tucker


 Billy J. Tucker

STATE OF IOWA :
 :ss
 MADISON COUNTY :

On this 4th day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonna J. Nielsen, Daniel J. Nielsen, Kimberly J. Tucker and Billy J. Tucker 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