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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

✓ Prepared By: Todd G. Nielsen, 211 North Maple Street, Creston, IA 50801 (641) 782-7007
✓ Return To: Todd G. Nielsen, 211 North Maple Street, Creston, IA 50801 (641) 782-7007

ACCESS EASEMENT FOR
INGRESS AND EGRESS

Whereas, James M. Hochstetler, and J. Russell Hochstetler and Susan Marie Aman, (herewith Sellers) are the record holders of title of the following described real estate to wit:

The East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty (30), Township Seventy-five (75) North, Range 28, West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "C" located in the East Half ($\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), ALL in Section Thirty (30), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 79.82 acres, as shown in Plat of Survey filed in Book 2012, Page 1397 on May 11, 2012, in the Office of the Recorder of Madison County, Iowa;

AND

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-one (31), Township Seventy-five (75), Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa, AND the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-one (31), Township Seventy-five (75), Range Twenty-eight (28), Except that Portion in Parcel "C" and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-five (75), Range Twenty-eight (28), Except that portion in Parcel "C" all in Madison County, Iowa.

Whereas, Sellers, contemporaneous with the execution of this easement, have conveyed to Aaron Anderson and Debra Loudon, (hereafter Buyers), the following described real estate, to-wit:

Parcel "C" located in the East Half ($\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), ALL in Section Thirty (30), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 79.82 acres, as shown in Plat of Survey filed in Book 2012, Page 1397 on May 11, 2012, in the Office of the Recorder of Madison County, Iowa.

(hereafter Dominant Tenement); and

Whereas, the Servient Tenement and the Dominant Tenement were previously part of the same tracts; and

Whereas, the Dominant Tenement owned by the Buyers does not have legal access that serves the real estate; and

Whereas, it is the intention of the holders of the Servient Tenement to grant an easement for ingress and egress to the holders of the Dominant Tenement to access their real estate,

Now, Therefore, In Consideration Of These Premises, the holders of the Servient Tenement and the holder of the Dominant Tenement do hereby agree as follows:

1. The Sellers grant to Buyers a 40.00-foot wide easement for ingress and egress being 20.00 feet either side of the following described centerline:

Beginning at a point on the centerline of a County Road which is 355.33 feet North $00^{\circ}33'07''$ West of the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 32, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa thence North $64^{\circ}53'25''$ West 300.09 feet; thence North $88^{\circ}35'53''$ West 300.64 feet; thence South $76^{\circ}58'18''$ West 1,058.54 feet to a point in the South Half of the Northeast Quarter of Section 31; thence North $70^{\circ}00'04''$ West 632.83 feet; thence South $42^{\circ}43'55''$ West 609.27 feet; thence South $89^{\circ}12'35''$ West 375.99 feet; thence North $77^{\circ}14'04''$ West 1,785.91 feet to a point in the West Half of the Northwest Fractional Quarter of Section 31; thence North $10^{\circ}24'26''$ East 1,194.17 feet; thence North $13^{\circ}13'21''$ West 901.64 feet; thence North $38^{\circ}06'21''$ West 826.53 feet to a point in the West Half of the Southwest Fractional Quarter of Section 30; thence North $00^{\circ}06'20''$ East 396.80 feet to a point on the South line of Parcel "C" which is the end of the easement.

AND

Beginning at a point on the previously described easement which is the North end of the portion in the West Half of the Northwest Fractional Quarter described as North $13^{\circ}13'21''$ West 901.64 feet; thence North $65^{\circ}40'04''$ East 444.68 feet to a point in the Southeast Quarter of the Southwest Fractional Quarter of Section 30; thence North $42^{\circ}58'08''$ East 366.35 feet; thence North $34^{\circ}07'36''$ East 953.40 feet to a point in the West Half of the Southeast Quarter of Section 34; thence North $49^{\circ}54'30''$ East 942.40 feet to a point on the South line of Parcel "C".

as shown in the Easement Plat filed June 6, 2012, in Book 2012, Page 1642, of the Madison County Recorder's Office.

2. The holders of the Dominant Tenement are granted free right and liberty for them and their heirs, assigns, tenants, guests, invitees, and licensees, in common with all other persons having like right, at all times hereafter, on foot or in vehicles to pass and repass over the area burdened by the easement for all lawful purposes connected with the use and enjoyment of the Dominant Tenement.

3. It is understood that the holders of the Servient Tenement, its successors, assigns, and tenants will be in no way bound to construct a roadway over the easement area or keep the same repaired; nor does the holder of the Servient Tenement, its successors or assigns, assume

any liability or responsibility to the holders of the Dominant Tenement, their heirs executors or assigns, or any person using the easement by invitation express or implied or by reason of any business conducted with the holders of the Dominant Tenement, their heirs, executors, administrators, or assigns, or otherwise.

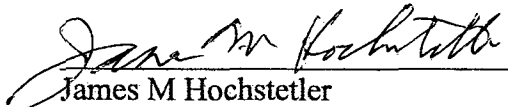
4. Any damage to the Servient Tenement, resulting from the exercise of any rights created by this agreement, either by the holders of the Dominant Tenement or their agents or invitees, shall be repaired or restored substantially to the same condition as now exists, and the expenses thereof shall be paid by the holders of the Dominant Tenement.

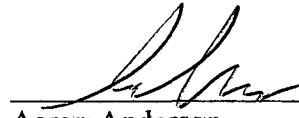
5. Nothing herein shall preclude the holders of the Servient Tenement or their assigns from conjunctively using the area burdened by this agreement.

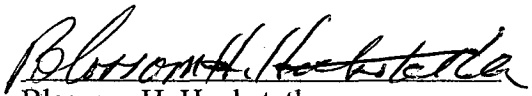
6. The easement created by this agreement shall be a covenant running with the land and shall be a burden on the Servient Tenement, subject to the foregoing, and shall be binding upon the undersigned parties and their heirs and assigns and shall be a benefit to the holders of the Dominant Tenement or their heirs and assigns. Provided, however, none of the parties, their heirs, or assigns assume any liability or responsibility to the other, their heirs, or assigns, or any other person exercising any rights hereunder, except as otherwise provided in this agreement, or by reason of any business conducted with each other, their heirs or assigns, or otherwise.

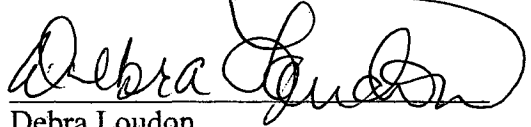
Sellers:

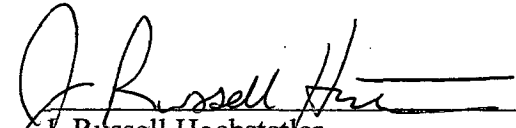
Buyers:

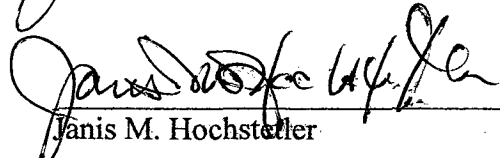

James M Hochstetler

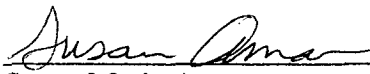

Aaron Anderson


Blossom H. Hochstetler


Debra Loudon


J. Russell Hochstetler

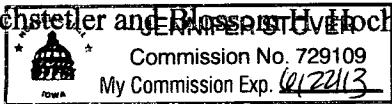

Janis M. Hochstetler


Susan Marie Aman


Ahsan Aman

STATE OF IOWA, COUNTY OF Madison

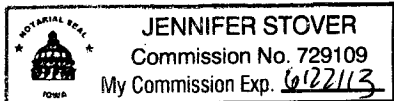
This instrument was acknowledged before me on 6/14/12, by James M Hochstetler and Blossom Hochstetler, husband and wife.



[Signature]
, Notary Public

STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on 6/14/12, by J. Russell Hochstetler and Janis M. Hochstetler, husband and wife.

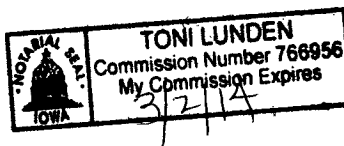


[Signature]
, Notary Public

STATE OF IOWA, COUNTY OF Johnson

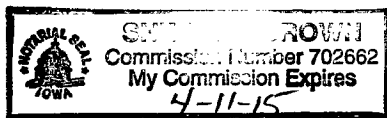
This instrument was acknowledged before me on 6/12/12, by Susan Marie Aman and Ahsan Aman, wife and husband.

[Signature]
, Notary Public



STATE OF IOWA, COUNTY OF Union

This instrument was acknowledged before me on 6/19/12, by Aaron Anderson, a single person and Debra Loudon, a single person.



[Signature]
Notary Public