



Document 2014 1224

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INDX ✓
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

EV

Prepared by and return to: Matthew D. Kern, Wasker, Dorr, Wimmer & Marcouiller, P.C. 4201 Westown Parkway,
Suite 250, West Des Moines, IA 50265 (515) 283-1801 AL1226

INGRESS/EGRESS EASEMENT AGREEMENT FOR ROADWAY

1/2

THIS INGRESS/EGRESS EASEMENT AGREEMENT is hereby entered into on this 19th day of MAY, 2014, by and between Douglas L. Jackson and Candi L. Jackson, husband and wife, (hereinafter referred to as "Grantor") and Douglas L. Jackson and Candi L. Jackson, husband and wife, (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the present owner of real estate described in Exhibit A attached hereto in Madison County. Grantee is the present owner of real estate lying adjacent to the real estate described as Exhibit A and is described as Exhibit B attached hereto in Madison County, Iowa. An aerial photo of depicting Exhibit A and Exhibit B is attached hereto as Exhibit C;

WHEREAS, the parties have searched the public records and have been unable to find a formal written easement agreement, and now wish to create the subject Ingress/Egress Agreement, to be filed in the office of the Madison County Recorder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between Grantor and Grantee as follows:

1. Grant of Easement. Grantor hereby conveys unto Grantee and Grantee's successor and assigns a perpetual easement and right-of-way under, over, on, through, across, and within the Easement Area described in Exhibit C attached hereto for the purpose of accessing Grantee's real estate described in Exhibit A.

2. Erection of Structures Prohibited. Grantor agrees not to erect any structures, buildings, or fences over or within the Easement Area which would obstruct Grantee's use of the Easement Area without the prior approval of Grantee.

3. Change of Grade Prohibited. Grantor shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of Grantee.

4. Right of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress reasonably necessary for the full use and enjoyment of the Easement Area.

5. Maintenance of Easement. Grantee, at Grantee's expense, shall be responsible for any and all maintenance of the Easement Area, including the driveway and the culvert lying underneath the driveway.

6. Easement Benefit. This easement shall be for the benefit of Grantee and her successors, assigns, permittees, and licensees.

7. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Grantor, Grantee, and each of their successors and assigns.

Grantor hereby covenants with Grantee that Grantor holds title to the Easement Area depicted in Exhibit C by fee simple title; that Grantor has good and lawful authority to convey this easement; and that Grantor covenants and warrants to defend 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 interest conveyed by this easement. Words and phrases herein, including the acknowledgment below, shall be construed as in the singular or plural manner, and as masculine or feminine gender, according to the context.

DATED this 19th day of MAY, 2014.

GRANTOR

GRANTEE

By: Douglas L. Jackson
Douglas L. Jackson

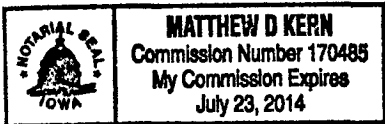
By: Douglas L. Jackson
Douglas L. Jackson

By: Candi L. Jackson
Candi L. Jackson

By: Candi L. Jackson
Candi L. Jackson

STATE OF IOWA, COUNTY OF Polk, ss:

On this 19th day of MAY, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas L. Jackson and Candi L. Jackson, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

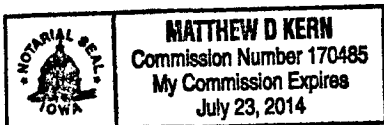


[Signature]

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk, ss:

On this 19th day of MAY, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas L. Jackson and Candi L. Jackson, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]

Notary Public in and for the State of Iowa

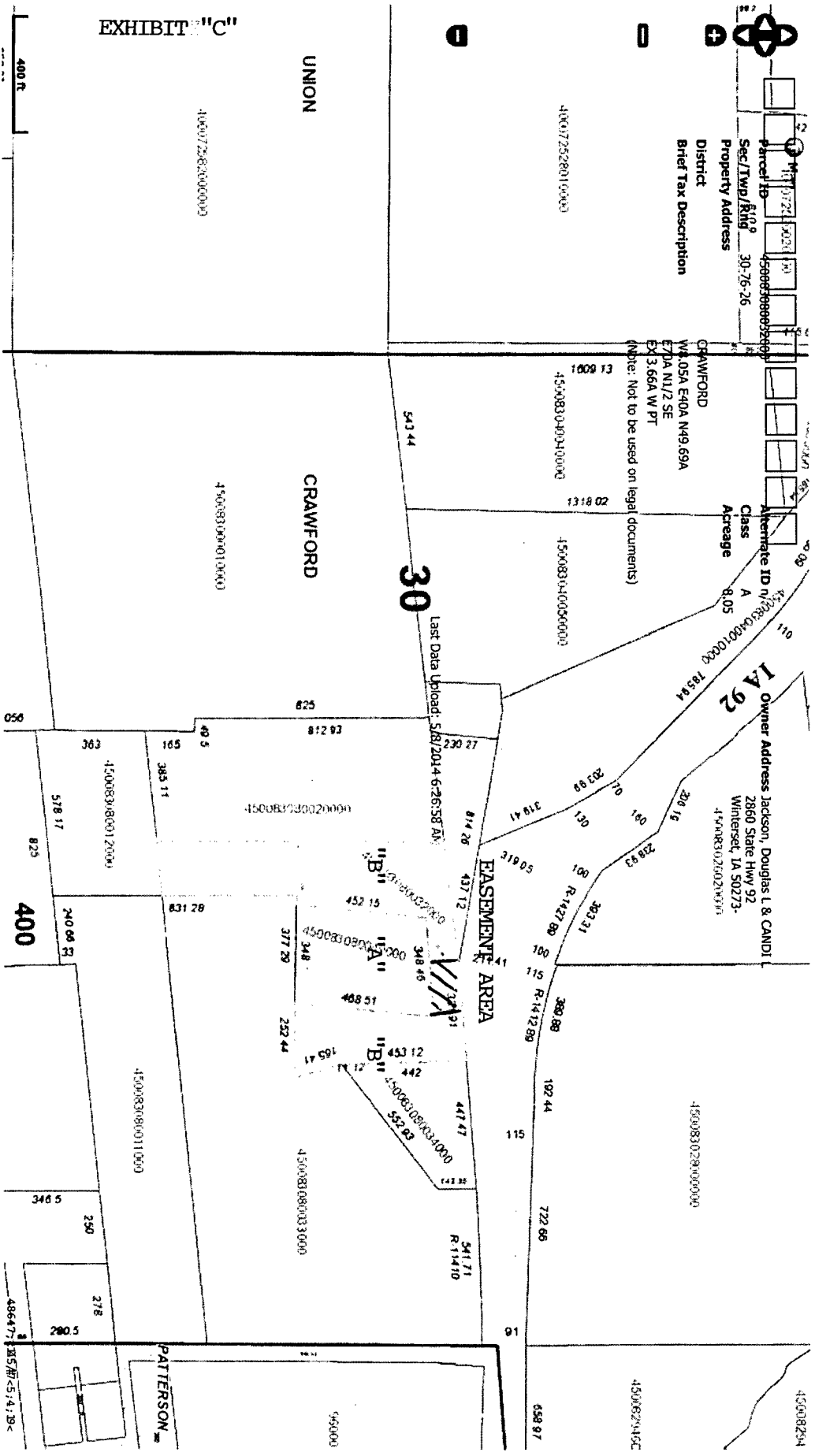
Exhibit 'A'

A tract of land in Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence North $84^{\circ}30'00''$ East, 331.91 feet along the North line of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Thirty (30); thence South $01^{\circ}57'48''$ East, 453.12 feet; thence South $17^{\circ}00'25''$ East, 165.41 feet; thence North $89^{\circ}02'50''$ West, 252.44 feet; thence North $88^{\circ}47'22''$ West, 377.29 feet; thence South $00^{\circ}24'46''$ East, 831.28 feet; thence South $83^{\circ}52'53''$ West, 578.17 feet; thence North $00^{\circ}13'06''$ West, 546.11 feet; thence South $88^{\circ}59'08''$ West, 49.50 feet; thence North $00^{\circ}20'06''$ West, 812.93 feet to the North line of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Thirty (30); thence along said North line, North $83^{\circ}15'15''$ East, 57.82 feet; thence North $00^{\circ}02'32''$ East, 230.27 feet to the South line of a public road; thence along said South line, South $80^{\circ}26'14''$ East, 814.26 feet to the point of beginning, said tract of land contains 28.778 Acres.



Exhibit 'B'

A tract of land in Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:
Beginning at the Northwest Corner of the Northeast Quarter (¼) of the Southeast Quarter (¼) of said Section Thirty (30), thence North 84°30'00" East, 331.91 feet along the North line of the Northeast Quarter (¼) of the Southeast Quarter (¼) of said Section Thirty (30); thence South 01°57'48" East, 453.12 feet; thence South 17°00'25" East, 165.41 feet; thence North 89°02'50" West, 252.44 feet; thence North 05°13'00" East, 468.51 feet; thence South 88°30'43" West, 348.46 feet; thence South 05°21'47" West, 452.15 feet; thence North 89°02'50" West, 29.29 feet; thence South 00°24'46" East, 468.28 feet; thence South 83°52'53" West, 193.06 feet; thence North 00°20'06" West to the North line of the Northwest Quarter (¼) of the Southeast Quarter (¼) of said Section Thirty (30); thence along said North line, North 84°30'00" East to the point of beginning.



http://beacon.schneidercorp.com/Application.aspx?AppID=406&LayerID=6209&PageTypeID=1&PageID=3309&KeyValue=4500830800032000

5/8/2014