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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

*EW* Prepared by and return to: Joseph W. Coppola III, Wasker, Dorr, Wimmer & Marcouiller, P.C. 4201 Westown Parkway,  
Suite 250, West Des Moines, IA 50265 (515) 283-1801 LSB13230 *LSR13230*

**INGRESS/EGRESS EASEMENT AGREEMENT**

THIS INGRESS/EGRESS EASEMENT AGREEMENT is hereby entered into on this 17 day of July, 2015, by and between Bonnie C. Forsyth and Michael Forsyth, husband and wife, (hereinafter referred to as "Grantors") and Bonnie C. Forsyth and Michael Forsyth, husband and wife, (hereinafter referred to as "Grantees").

$\frac{1}{2}$  WHEREAS, Grantees are the present owner of the real estate legally described as:

**Parcel "A" located in the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 15.016 acres, as shown in Plat of Survey filed in Book 2002, Page 218 on January 15, 2002, in the Office of the Recorder of Madison County, Iowa.; (hereinafter described as "Parcel 1")**



Grantors are the present owners of real estate lying adjacent to the real estate described above and legally described as;

**The Southwest Quarter of the Northwest Quarter of Section 33, Township 76 North, Range 26 West of the Fifth PM, Madison County, Iowa. Except Parcel "B" as shown on the Plat of survey filed in Book 2002 at Page 5915 and Except Parcel "C" as shown as on the Plat of Survey filed in Book 2002 at Page 5914 both in the Southwest Quarter of the Northwest Quarter of Section 33, Township 76 North, Range 26 West of the Fifth PM, Madison County, Iowa.; (hereinafter described as "Parcel 2")**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors convey Grantees a perpetual easement and right-of-way over, on, through, and across Parcel 2 from County Road known as 214<sup>th</sup> Trail over and across the existing driveway to the Grantor's real estate described above. (see attached exhibit "A" showing the existing driveway) (hereinafter called "Easement Area") for the purpose of ingress-egress to and from the Highway to Parcel 1. It is further agreed by and between Grantors and Grantees as follows:

1. Grant of Easement. Grantors hereby conveys unto Grantees and Grantee's successors and assigns a perpetual easement and right-of-way under, over, on, through, across, and within the Easement Area as described above for the purpose of accessing Parcel 1.

2. Erection of Structures Prohibited. Grantors agree 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 Grantees.

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

4. Right of Access. Grantees 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. Grantors, at Grantor's expense, shall be responsible for any and all maintenance of the Easement Area.

6. Easement Benefit. This easement shall be for the benefit of Grantees and their 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 Grantors, Grantees, and each of their successors and assigns.

Grantors hereby covenants with Grantee that Grantors holds title to the Easement Area described above by fee simple title; that Grantors has good and lawful authority to convey this easement; and that Grantors 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 17 day of July, 2015.

**GRANTORS**

**GRANTEES**

Bonnie C. Forsyth

Bonnie C. Forsyth (Grantor)

Bonnie C. Forsyth

Bonnie C. Forsyth (Grantee)

Michael Forsyth

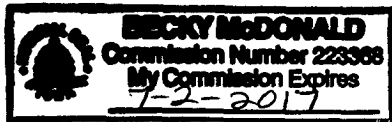
Michael Forsyth (Grantor)

Michael Forsyth

Michael Forsyth (Grantee)

STATE OF IOWA, COUNTY OF Madison, ss:

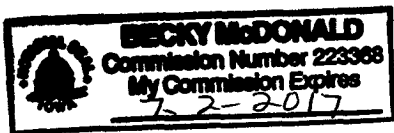
On this 17 day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bonnie C. Forsyth and Michael Forsyth, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Becky McDonald  
Notary Public in and for the State of Iowa

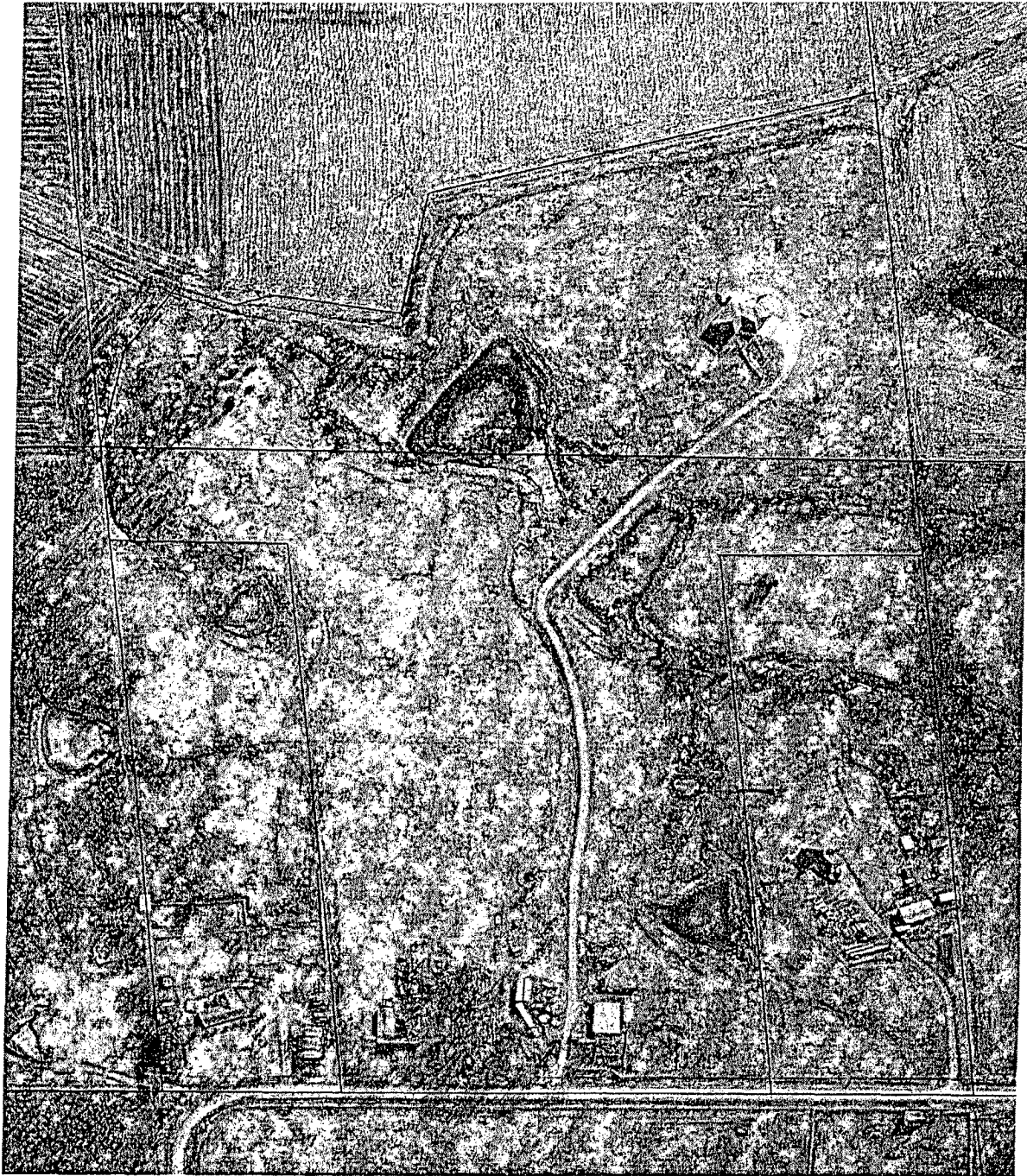
STATE OF IOWA, COUNTY OF Madison, ss:

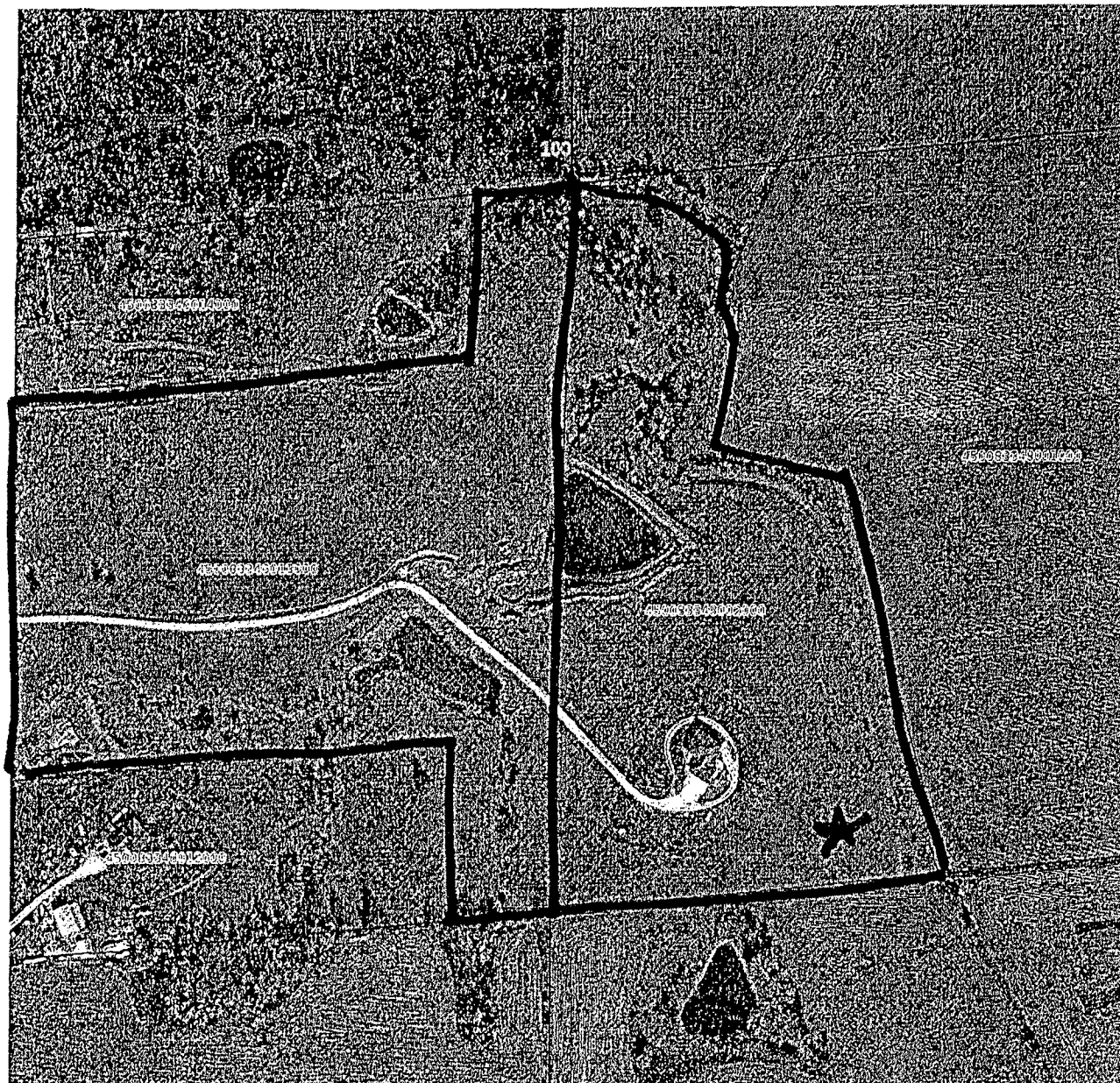
On this 17 day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bonnie C. Forsyth and Michael Forsyth, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Becky McDonald  
Notary Public in and for the State of Iowa

Exhibit "A"





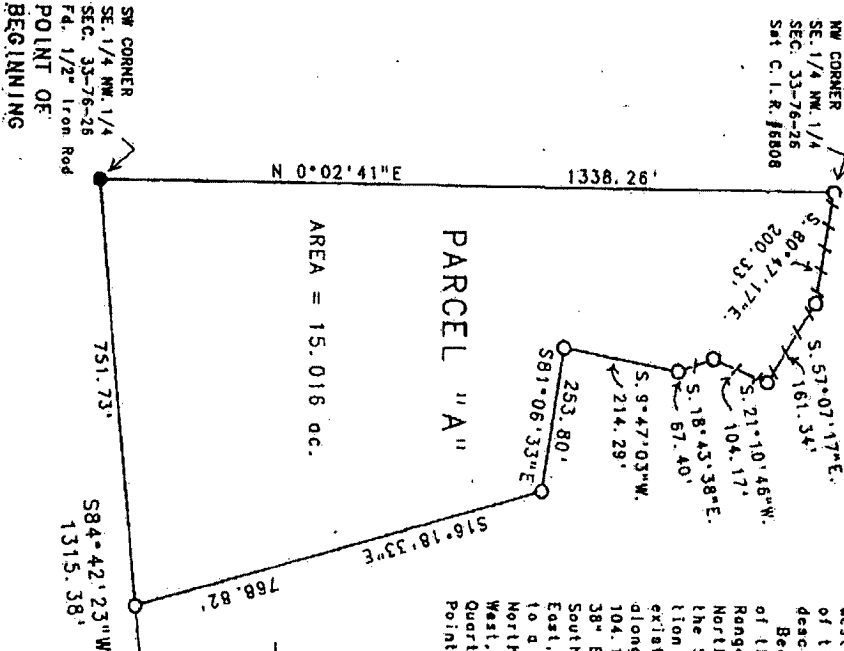
REC \$ 5.00  
AUD \$  
R.M.F. \$ 1.00

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

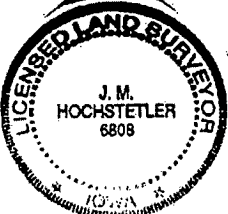
VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSSET, IOWA (515) 462-3995  
CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSSET, IOWA 50273  
JAMES M HOCHSTETLER, 110 WEST GREEN ST., WINTERSSET, IOWA 50273

A PLAT OF SURVEY FOR MICHAEL D. & BONNIE C. FORSYTH LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5th P.M. MADISON COUNTY, IOWA.



LEGAL DESCRIPTION:  
Parcel "A", located in the Southeast Quarter of the Northwest Quarter of Section 33, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:  
Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 33, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North 0° 02' 41" East, 1338.26 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 33; thence South 80° 47' 17" East, 200.33 feet along an existing fence line; thence South 57° 07' 17" East, 161.34 feet along an existing fence line; thence South 21° 10' 48" West, 104.17 feet along an existing fence line; thence South 18° 43' 38" East, 67.40 feet along an existing fence line; thence South 9° 47' 03" West, 214.29 feet; thence South 81° 06' 33" East, 253.80 feet; thence South 16° 18' 33" East, 768.82 feet to a point on the South line of the Southeast Quarter of the Northwest Quarter of said Section 33; thence South 84° 42' 23" West, 751.73 feet along the South line of the Southeast Quarter of the Northwest Quarter of said Section 33 to the Point of Beginning. Said Parcel contains 15.016 acres.

AREA = 15.016 ac.  
DATE OF SURVEY: January 8, 2002  
SCALE: 1" = 200'  
LEGEND:  
□ Fd. Capped Iron Rod (C.I.R.) #8034  
● Fd. 1/2" Iron Rod Set C.I.R. #8008  
--- Existing Fence Line  
○ CENTER SEC. 33-76-26 Fd. C.I.R. #8034  
N  
E  
0 200 400 600



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
J.M. Hochstetler  
J.M. HOCHSTETLER  
License number 6808 Date 1/10/02  
My license renewal date is December 31, 2013  
Pages or sheets covered by this seal: 1

**CONSENT OF MORTGAGEE, FARMERS & MERCHANTS STATE BANK TO  
EASEMENT**

Farmers & Merchants State Bank is the holder of a mortgage lien against the real estate described as follows:

**The Southwest Quarter of the Northwest Quarter of Section 33,  
Township 76 North, Range 26 West of the Fifth PM, Madison  
County, Iowa. Except Parcel "B" as shown on the Plat of survey  
filed in Book 2002 at Page 5915 and Except Parcel "C" as shown as  
on the Plat of Survey filed in Book 2002 at Page 5914 both in the  
Southwest Quarter of the Northwest Quarter of Section 33,  
Township 76 North, Range 26 West of the Fifth PM, Madison  
County, Iowa.;**

Said lien is evidenced by the mortgage recorded on the 3<sup>rd</sup> day of March, 2012 in Book 2012 at Page 661 and re-recorded in Book 2013 at Page 1925 on the 28<sup>th</sup> day of June, 2013 in the office of the Madison County Recorder. Farmers & Merchants State Bank does hereby consent and approve of easement recorded in conjunction with this consent, said consent being given in accordance with Iowa Code Section 354.11.

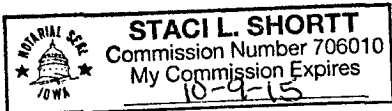
FARMERS & MERCHANTS STATE BANK

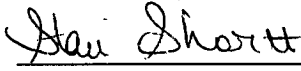
By: 

\_\_\_\_\_, as  
President

STATE OF IOWA )  
 ) ss:  
COUNTY OF Madison )

On this 22nd day of July, 2015, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Shane K. Pasko to me personally known, who being by me duly sworn, did say that he is the President of said corporation by authority of its Board of Directors; and that the President as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



  
\_\_\_\_\_  
Notary Public in and for said State