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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by and Return to: Matthew M. Hurn, Wasker, Dorr, Wimmer & Marcouiller PC 4201 Westown Parkway, Suite 250, West Des Moines IA 50266

GWB28856

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EASEMENT FOR INGRESS AND EGRESS

This Ingress and Egress Agreement is entered into this 25 day of September 2016, by and between Steven P. Steenhoek and Linda I. Steenhoek, husband and wife, and Steven P. Steenhoek and Linda I. Steenhoek, husband and wife, to establish a perpetual easement for a shared driveway between the following properties:

The South 25.7 rods of the West 47.75 rods of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "G" located therein, as shown in Plat of Survey filed in Book 2003, Page 6576 on October 31, 2003, in the Office of the Recorder of Madison County, Iowa. (hereinafter "Benefited Property")



Locally known as 2959 260th Street, SAINT CHARLES, IA 50240

Owned by: Steven P. Steenhoek and Linda I. Steenhoek, husband and wife

And

As Shown on the Corrected Easement Survey filed in Book 2016 at Page 2802 and legally described as:

That Part of Parcel G, recorded in Book 2003 Page 6576, of the Northwest Quarter of the Northeast Quarter of Section 29, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as;

Beginning at the Southwest corner of said Parcel G; thence North 00 degrees 05 minutes 01 seconds East, 317.20 feet along the west line of said Parcel G; thence South 36 degrees 21 minutes 14 seconds East, 196.22 feet, thence South 12 degrees 53 minutes 42 seconds East, 150.83 feet to the south line of Said Parcel G; thence South 85 degrees 22 minutes 58 seconds West, 150.92 feet to the Point of Beginning. (hereinafter "Easement Area")

Owned by: Steven P. Steenhoek and Linda I. Steenhoek, husband and wife

And for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the owners of the above referenced property hereby grant a perpetual easement and right-of-way under, over, on, through, across and within the above referenced Easement Area for the purpose of ingress and egress to and

from Benefited Property.

This Easement shall be subject to the following terms and conditions:

1. ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED. Any owner shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of all the owners, nor shall any owner cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of all the owners.
2. CHANGE OF GRADE PROHIBITED. Any owner shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of all the owners.
3. RIGHT OF ACCESS. All of the owners shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. MAINTENANCE. The Owners of the Benefited Property shall be responsible for any and all routine maintenance of the land located within the Easement Area and that responsibility shall remain with the owners and its successors.
5. EASEMENT BENEFIT. This Easement shall be for the benefit of all the Owners of the above referenced property.
6. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on all the owners heirs, successors and assigns.

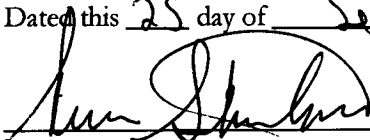
All the owners HEREBY COVENANT that the owners hold said real estate described in this Easement by title in fee simple; (ii) that owners have good and lawful authority to convey the same; and (iii) said owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

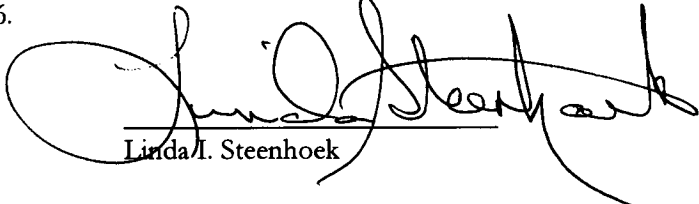
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA
COUNTY OF

ss:

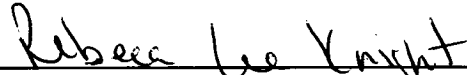
Dated this 25 day of September, 2016.


Steven P. Steenhoek


Linda I. Steenhoek

SUBSCRIBED AND SWORN to before me this 25 day of September, 2016.

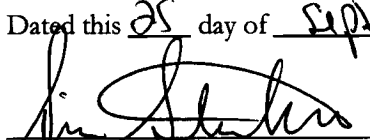


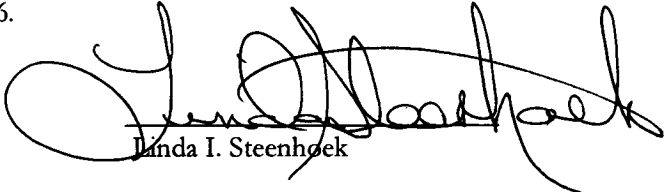

Notary Public in and for the State of Iowa

STATE OF IOWA
COUNTY OF

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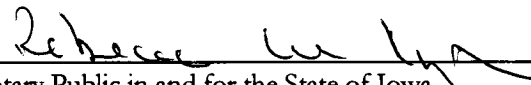
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