



Document 2017 1089

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LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

CHEK

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EASEMENT AGREEMENT

Todd Town and Deborah Town, Trustees of the Town Family Trust dated 8/28/2000, hereinafter called "Grantors", for valuable consideration, do hereby grant to Steven B. Raymond and Michele T. Raymond, hereinafter called "Grantees", an ingress egress easement upon the following-described real estate:

See Attached Legal Description

Grantors agree to grant the Grantees an easement for ingress and egress to the property, including the right to use the easement area to bring any and all utility services to the benefitted property. Said easement is shown in Plat of Survey filed in Book 2016, Page 2115 of the Recorder's Office of Madison County, Iowa. Part of this easement will go over a currently existing driveway. The parties agree that they will split the costs of maintaining the shared portion of the driveway equally between them. Grantees must maintain the portions that are not shared at their own expense.

Grantees are solely responsible for the expense of building any bridge or other item utilized to cross the stream that runs through the property. Grantees shall hold the Grantors

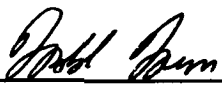
harmless from any costs, permits, fines, engineering expenses, or any other item associated with crossing the stream.

Upon completion of any construction or improvement, Grantees shall, at their cost, within two weeks time restore the easement area in a good and workmanlike manner to a condition comparable to its condition before construction or alteration and pay to Grantors the replacement value of any item damaged which cannot be restored to its original condition. Replacement value shall be established by estimates from contractors for the work to be performed.

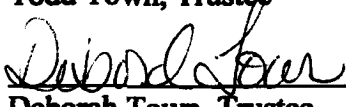
Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted. Grantors, in all others respects, shall be allowed to continue to use the easement area as they normally would. No improvement will be placed within six feet of the Grantors currently existing water line. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Grantors warrant and covenant to the Grantees that they are the owners of the real estate upon which said easement area is situated, that they have the full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

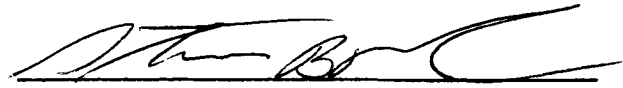
Dated this 4 day of 4, 2017.



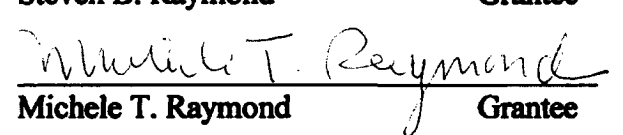
Todd Town, Trustee Grantor



Deborah Town, Trustee Grantor



Steven B. Raymond Grantee



Michele T. Raymond Grantee

STATE OF IOWA :
:SS
Madison COUNTY :

Subscribed and sworn to before me by Steven B. Raymond and Michele T. Raymond on this 5 day of April, 2017.



Toni Marie Tindle
Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
Madison COUNTY :

Subscribed and sworn to before me by Todd Town and Deborah Town, Trustees of the Town Family Trust dated 8/28/2000 on this 4 day of April, 2017.



August 7, 2017

Toni Marie Tindle
Notary Public in and for the State of Iowa

Legal Description - Ingress-Egress Easement

All that part of Parcel 'G' as filed in Book 2011, Page 529 in the Madison County Recorder's Office, being a part of the North Half of the Southeast Quarter of Section 11 in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Center of Section of said Section 11, thence North 89°53'50" East, along the North line of the North Half of the Southeast Quarter, a distance of 1041.72 feet; thence South 32°54'12" East, a distance of 523.43 feet; thence South 65°53'34" East, a distance of 53.71 feet; thence South 31°01'31" East, a distance of 134.63 feet; thence South 14°06'20" East, a distance of 96.87 feet, to the Point of Beginning; thence South 59°12'40" East, a distance of 74.36 feet; thence South 19°44'05" East, a distance of 117.45 feet; thence South 04°36'19" West, a distance of 79.82 feet, to a point on the North Right-of-way of Carver Road; thence South 76°16'35" West, along said Right-of-way line, a distance of 21.07 feet; thence North 04°36'19" East, a distance of 82.13 feet; thence North 19°44'05" West, a distance of 90.23 feet; thence North 59°12'40" West, a distance of 61.11 feet; thence North 89°57'13" East, a distance of 8.53 feet; thence North 14°06'20" West, a distance of 36.17 feet to the POINT OF BEGINNING, and containing 5,579 square feet or 0.13 acres of land, more or less.