



Document 2017 3532

Book 2017 Page 3532 Type 06 001 Pages 4
Date 11/09/2017 Time 1:34:13PM
Rec Amt \$22.00

INDX
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

ROAD ACCESS DRIVEWAY EASEMENT AGREEMENT

✓ **Prepared by and return to:** Mark A. Critelli, Critelli Law Firm, P.C., 2924 104th Street, Urbandale, IA 50322 (515) 255-8750

Grantor/Affiant: Mark Weighner and Laurel Weighner AND Timothy A. Mohs and Jacque S. Mohs
Legal Descriptions:

PARCEL P: Legally Described as Parcel "P" in the Northwest Quarter, the Northeast Quarter, and the Southwest Quarter of Section 6, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, as shown in the Amended Plat of Survey filed February 21, 2017, in Book 2017 Page 577 of the Madison County, Iowa Records

AND

PARCEL R: Legally Described as Parcel "R" in the Southwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) and in the Northwest Fractional Quarter (1/4), of the Southwest Quarter (1/4) of Section Six (6), Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, Containing 22.00 acres, as shown in the Plat of Survey filed in Book 2017 Page 2695 in the Office of the Recorder of Madison County, Iowa

AND

INGRESS-EGRESS EASEMENT: Exhibit "A" A 40.00 feet wide private Ingress-Egress Easement over and across a portion of Parcel "P" in the Southwest Fractional Quarter of the Northwest Quarter of Section 6, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa as shown in Book 2017 at page 577 in the Office of the Madison County Recorder and described as: Beginning at the Southwest Corner of said parcel "P". said Corner also being the Northwest Corner of Parcel "q" as shown in Book 2017 At Page 2695 in the Office of the Madison County Recorder; Thence Northerly along the Westerly line of said Parcel "P" to the Northwest Corner of said Parcel "P" and to the Southwest Corner of Parcel "N" as shown in Book 2014 at Page 496 in the Office of the Madison County Recorder; Thence Easterly along the Southerly line of said Parcel "R" as shown in Book 2017 at Page 2695 in the Office of the Madison County Recorder; Thence Westerly along the Southerly line of said Parcel "P" and along the Northerly line of said Parcels "R" and "Q" to the point of Beginning.


Whereas, it is understood that PARCEL "P" is owned by Timothy A. Mohs and Jacque S. Mohs, And PARCEL R is owned by Mark Weighner and Laurel Weighner, Exhibit "A" is owned by Timothy A. Mohs and Jacque S. Mohs and is located within Parcel "P"

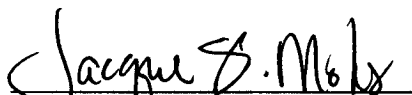
Whereas, it is desirable for the parties to enter into a mutually agreeable arrangement concerning a Road Access / driveway Marked as Exhibit "A" which is located in Parcel P adjacent to Parcel R.

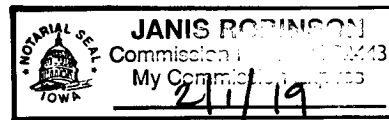
1. **EASEMENT FOR DRIVEWAY:** That the owners of Parcel "P" do mutually agree to to grant to the owner of Parcel R, and their successors in interest, an easement for the full use of the above described Road/driveway servicing PARCEL "R" herein attached as exhibit "A".
2. **USE AND CARE OF EASEMENT:** The owner of PARCEL "P" shall maintain the driveway that is affected by this agreement Located upon Parcel "P". That both parties specifically agree that the owner of PARCEL R will be solely responsible for the maintenance and Snow removal for the portion of the drive way and access road that is located on PARCEL R. That the Owner of said PARCEL P should keep the driveway in good repair for the driveway located on Parcel "p."
3. **EASEMENT BINDING UPON SUCCESSORS:** The rights, conditions, and provisions with respect to this Driveway/Easement Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors in interest, and assigns of the owners of both parcels of land as shown above.
4. **TERMINATION MODIFICATION OR AMENDMENT:** That this Easement Agreement may be terminated or amended by the agreement of the respective parties or their successors in interest at any time in writing when both parties agree to it and the signatures are notarized and filed of Record with the Recorders Office in the County where the Property is located.
5. **COUNTY APPROVAL:** That the Grantor and Grantee agree that as of the drafting of this Access / Driveway easement agreement that Madison County has not approved the Grantee's use of said easement. That in the event Madison County does not approve Grantee's use of said easement that this Access /Driveway agreement shall be null and void and any financial remuneration paid to the Grantor's by Grantee's shall be returned to the Grantee's within 7 days after the parties have been notified in writing of Madison's County decision regarding this matter to not approve the use of said Easement.

Grantor PARCEL P

Dated: 11/9/17 ^{on} 11/9/17



 Timothy A. Mohs
 Commission # 12345678
 My Commission Expires 12/31/19


 Jacque S. Mohs


 JANIS ROBINSON
 Commission # 12345678
 My Commission Expires 12/31/19

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me this 9 day of November, 2017, by Timothy A. Mohs and Jacque S. Mohs, husband and wife.


 Notary Public in and for said State.

Grantee PARCEL R

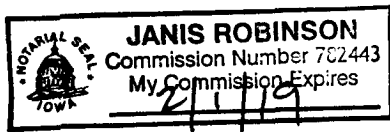
Dated: 11/9/17

Mark Weighner
Mark Weighner

Laurel Weighner
Laurel Weighner

STATE OF IOWA, COUNTY OF POLK

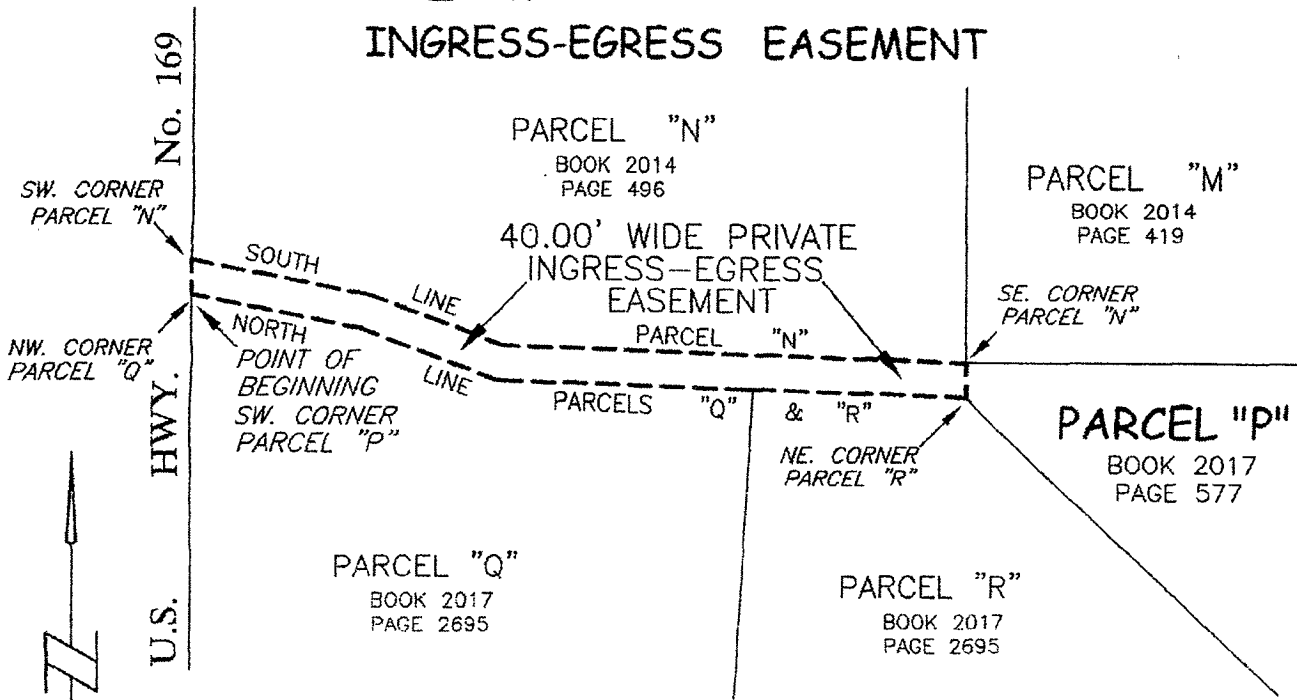
This record was acknowledged before me this 9 day of November ²⁰¹⁷~~2016~~, by Mark Weighner and Laurel Weighner, husband and wife.



Janis Robinson / A
Notary Public in and for said State.

EXHIBIT "A"

INGRESS-EGRESS EASEMENT



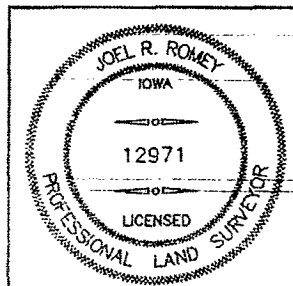
EASEMENT DESCRIPTION:

A 40.00 FEET WIDE PRIVATE INGRESS-EGRESS EASEMENT OVER AND ACROSS A PORTION OF PARCEL "P" IN THE SOUTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5 TH P.M., MADISON COUNTY, IOWA AS SHOWN IN BOOK 2017 AT PAGE 577 IN THE OFFICE OF THE MADISON COUNTY RECORDER AND DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "P", SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL "Q" AS SHOWN IN BOOK 2017 AT PAGE 2695 IN THE OFFICE OF THE MADISON COUNTY RECORDER; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL "P" TO THE NORTHWEST CORNER OF SAID PARCEL "P" AND TO THE SOUTHWEST CORNER OF PARCEL "N" AS SHOWN IN BOOK 2014 AT PAGE 496 IN THE OFFICE OF THE MADISON COUNTY RECORDER; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL "P" AND ALONG THE SOUTHERLY LINE OF SAID PARCEL "N" TO THE SOUTHEAST CORNER OF SAID PARCEL "N"; THENCE SOUTHERLY IN A STRAIGHT LINE TO THE NORTHEAST CORNER OF PARCEL "R" AS SHOWN IN BOOK 2017 AT PAGE 2695 IN THE OFFICE OF THE MADISON COUNTY RECORDER; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "P" AND ALONG THE NORTHERLY LINE OF SAID PARCELS "R" AND "Q" TO THE POINT OF BEGINNING.

PROPRIETORS:

TIMOTHY A. MOHS &
JACQUE S. MOHS



SCALE: 1"=200'

Raccoon Valley Land Surveying
33235 L Avenue Adel Iowa 50003

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE RENEWAL DATE: 31 DEC. 2015 PAGES COVERED BY THIS SEAL: PAGE 1

SIGNED: *Joel R. Roney* DATE: *10/30/17*

DRAWING NO. '17 031
PAGE 1 OF 1