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Pages 6
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Iowa E-Filing Fee: \$3.60
Combined Fee: \$35.60
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa



Document 2019 913

Book 2019 Page 913 Type 06 001 Pages 6
Date 3/29/2019 Time 10:51:14AM
Rec Amt \$32.00

INDX
ANNO
SCAN

CHEK ✓

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: Brett T. Osborn, 974-73rd Street, Suite 20, Windsor Heights, Iowa (515) 223-6000
When recorded return to: Brett T. Osborn, 974-73rd Street, Suite 20, Windsor Heights, Iowa (515) 223-6000
Corrected

2
3 x 6

ACCESS EASEMENT

RE: Scrivener Error and Range Number

KNOW ALL PERSON BY THESE PRESENTS:

That Randall A. Briney and Theresa J. Briney, husband and wife, (hereinafter called "Grantors") in consideration of the sum of Ten Dollars (\$10.00) hereby grant and convey to MR2D, L.L.C., and its heirs, successors and assigns (hereinafter called "Grantees") an ingress/egress easement, over, under, through and across the real estate described on Exhibit "A" attached hereto and incorporated herein by this reference, (hereinafter called "Easement Area"), for the purpose of ingress and egress, both pedestrian and vehicular, to allow Grantee reasonable access over and across Grantor's land legally described in Exhibit "B" being the burdened property to the land legally described in Exhibit "C" being the "benefitted parcel" which would include access for large farm equipment, semis or other related vehicles and equipment, or otherwise, which are reasonable and/or customary for agricultural properties in Madison County, Iowa, together with necessary appurtenances thereto, over, under, through and across said Easement Area, being a minimum of 33 feet in width for the benefit of the Grantees property described in Exhibit "C".

This easement shall be a permanent easement and run with the land as a benefit to the Grantee's real estate legally described in Exhibit "C" and as a burden upon the Grantor's real estate described in Exhibit "B". This easements and its rights shall inure to the successors and assigns of Grantee and the successors and assigns of Grantors will be bound by this Easement.

WHEREAS, the Grantor, Randall A. Briney is the owner of Parcel H in the South ½ of Section 4, Township 75 North, Range ~~XX~~ West of the 5th P.M. in Madison County Iowa, more particularly described in Exhibit "B". 29

WHEREAS, Theresa J. Briney joins in this Easement as a Grantor for the purposes of releasing any inchoate dower rights to Parcel H in the South ½ of Section 4, Township 75 North, Range ~~XX~~ West of the 5th P.M. in Madison County Iowa, more particularly described in Exhibit "B".

29

WHEREAS, Randall A. Briney and Theresa J. Briney, husband and wife are selling the real estate described in Exhibit "C" to MR2D, L.L.C. together with the easement for access over and across Parcel H and this instrument is being filed to confirm by separate grant and conveyance the easement to more particularly describe said easement. Said Real Estate Contract is being filed

contemporaneously herewith.

WHEREAS, attached hereto is Exhibit "A" being a legal description of the Easement location indicating the approximate easement location over and across Parcel H being the burdened parcel. The Easement provides legal access to the benefitted property described in Exhibit "C" through property of Grantor to connect to public roadway. Grantor agrees to maintain the easement area, with the exception that any grading, snow removal, replacement or addition of gravel, removal of fencing and/or trees or vegetation to permit adequate access shall be that of Grantee which is incident to their use of the easement area. The easement area is a farm access road which is thirty three (33) feet in width, more or less, being the equivalent size to a public roadway right-of-way to permit access of large farm equipment which is anticipated to be used by Grantee and/or their successors and assigns on property described on Exhibit "C". The easement area shall also be used by Grantor for various farming activities and/or general use incident to the ownership of the surrounding property and Grantor maintains responsibility for maintenance for ordinary wear and tear, graveling, grading, snow removal, mowing, fence maintenance and other usual and ordinary maintenance obligations and/or damage for conditions caused by Grantors use.

NOW THEREFORE, all of the above Grants, covenants, and recitals are incorporated herein as terms and conditions of the Easement Agreement which shall run with the land burdening the serviant/burdened parcels and benefitting the dominant/benefitted parcels and extending to the heirs, successors and assigns of the Grantees.

NOW THEREFORE, this Easement as described above and herein shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area. The parties acknowledge that the boundaries of Grantor's land as surveyed. Grantee has the right to remove the any fence in connection with the establishment, repair, replacement, maintenance or access to the easement area and will restore the fence to a good and serviceable condition as necessary. Grantee is not required to restore any fencing if it is not necessary for animal farming operations.
2. **MAINTENANCE OF EASEMENT.** The owners of the Grantees property described first above shall bear all costs associated with the establishment of the easement, and for all future costs associated with the maintenance, repair and replacement thereof occasioned by Grantees use of the easement area.
3. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantees.
4. **RIGHT OF ACCESS.** Grantee, and Grantee's employees, invitees, licensees, agents, successors and assigns shall have the right of access to the Easement Area and will have all rights of ingress and egress reasonably necessary for the use and enjoyment of the benefitted parcel and the Easement Area as herein described,

including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary consistent with its purpose.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns, for the benefit of the Grantees and Grantee's successors and assigns.

Grantor does **HEREBY COVENANT** with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the 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 interests conveyed by this Easement.

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.

X Signed this 28th day of March, 2019.

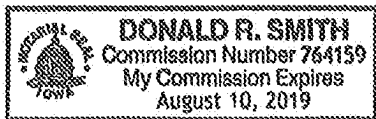
GRANTORS

By: X Randall A. Briney
Randall A. Briney

By: X Theresa J. Briney
Theresa J. Briney

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 28 day of March, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randall A. Briney and Theresa J. Briney, husband and wife, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Donald R. Smith
NOTARY PUBLIC in and for the State of Iowa

EXHIBIT "A"

A 33-foot wide Ingress/Egress Easement over, above, across and through Parcel "H" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section Four (4), as shown in Corrected Plat of Survey filed in Book 2019 at Page 793 on March 14, 2019 in the Office of the Recorder of Madison County, Iowa, in the Office of the Recorder of Madison County, Iowa, extending from 225th Street South to the Benefitted Parcel Described as: The West Half (1/2) of the Southeast Quarter (1/4), **AND** the East Half (1/2) of the Southwest Quarter (1/4) of Section Four (4), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; **EXCEPT** the following described tracts, to-wit:

1. Parcel "F" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Four (4), containing 3.11 acres, as shown in Plat of Survey filed in Book 2016, Page 2417 on August 23, 2016, in the Office of the Recorder of Madison County, Iowa;
2. Parcel "G" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Four (4), as shown in Corrected Plat of Survey filed in Book 2019 at Page 793 on March 14, 2019, in the Office of the Recorder of Madison County, Iowa;
3. Parcel "H" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section Four (4), as shown in Corrected Plat of Survey filed in Book 2019 at Page 793 on March 14, 2019 in the Office of the Recorder of Madison County, Iowa.

EXHIBIT "B"

Parcel "H" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section Four (4), as shown in Corrected Plat of Survey filed in Book 2019 at Page 793 on March 14, 2019 in the Office of the Recorder of Madison County, Iowa.

EXHIBIT "C"

The West Half (½) of the Southeast Quarter (1/4), **AND** the East Half (½) of the Southwest Quarter (1/4) of Section Four (4), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; **EXCEPT** the following described tracts, to-wit:

1. Parcel "F" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Four (4), containing 3.11 acres, as shown in Plat of Survey filed in Book 2016, Page 2417 on August 23, 2016, in the Office of the Recorder of Madison County, Iowa;
2. Parcel "G" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Four (4), as shown in Corrected Plat of Survey filed in Book 2019 at Page 793 on March 14, 2019, in the Office of the Recorder of Madison County, Iowa;
3. Parcel "H" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section Four (4), as shown in Corrected Plat of Survey filed in Book 2019 at Page 793 on March 14, 2019 in the Office of the Recorder of Madison County, Iowa,