

**BK: 2020 PG: 1730**  
**Recorded: 5/20/2020 at 8:28:35.0 AM**  
**Pages 4**  
**County Recording Fee: \$22.00**  
**Iowa E-Filing Fee: \$3.41**  
**Combined Fee: \$25.41**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**Prepared By:** Jane E. Rosien, ICIS# AT0006681, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067,  
Phone: (515) 462-4912  
**Return To:** Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned parties, Dan L. Bush and Shari L. Bush, a married couple, hereafter called the Grantors, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to the Madison County Livestock and Fair Association, its successors and assigns, hereafter called the Grantee, the perpetual right and easement to use as an ingress and egress private right-of-way upon and over the following described property situated in Madison County, Iowa, to-wit:

**North Sixty Feet (60') of Parcel "Q" located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County Iowa, containing 1.56 acres, as shown in Plat of Survey filed in Book 2020, Page 1204 on April 9, 2020 in the Office of the Record of Madison County, Iowa.**

Hereafter called Easement Area.

The Grantors warrant and covenant to the Grantee that, subject to liens and encumbrances of record as of the date of this Easement, they are the owners of the above described land and have full right and authority to validly grant this Easement, and the Grantee may quietly enjoy its estate

in the premises.

The Grantor covenants that no act will be permitted within the Easement Area which is inconsistent with the rights hereby granted; and, that no buildings or structures or other improvements will be erected upon the Easement Area.

Further, Grantor covenants that within a period of five (5) years from the date of this Easement the Easement Area will be cleared and a passageway over which motor vehicles can travel will be constructed. Grantor shall be responsible for all costs of construction of such passageway and the costs of general maintenance and repair of the Easement Area.

Grantee is given the right to remove from the Easement Area any obstruction, including trees, limbs, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with the use of the right-of-way as access to the Grantee's real estate legally described as:

**The Southwest Quarter (1/4) of the Northwest Fractional Quarter (1/4) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT the following described tracts, to-wit:**

- 1. Parcel "G" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section One (1), containing 1.025 acres, as shown in Plat of Survey filed in Book 3, Page 333 on October 22, 1998, in the Office of the Recorder of Madison County, Iowa;**
- 2. All that part of Parcel "K" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section One (1), as shown in Plat of Survey filed in Book 2007, Page 3577 on September 20, 2007, in the Office of the Recorder of Madison County, Iowa;**
- 3. Parcel "P" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section One (1), containing 0.33 acres, as shown in Plat of Survey filed in Book 2019, Page 1294 on May 7, 2019, in the Office of the Recorder of Madison County, Iowa; and,**
- 4. Parcel "Q" located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section One (1), containing 1.56 acres, as shown in Plat of Survey filed in Book 2020, Page 1204 on April 9, 2020 in the Office of the Record of Madison County, Iowa.**

**AND**

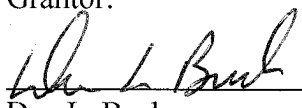

**A part of Parcel "K" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 0.05 acres, as shown in Plat of Survey filed in Book 2019, Page 4018 on December 18, 2019, in the Office of the Recorder of Madison County, Iowa.**

In consideration of such grant, Grantee agrees that the Grantor reserves the right to also use the easement area as access to the Grantor's real estate. Grantee further agrees not to fence-in the easement area; and, not to change or disturb the grade, elevation or contour of the Easement Area.

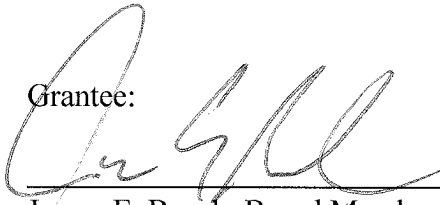
This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 19 day of May, 2020.

Grantor:

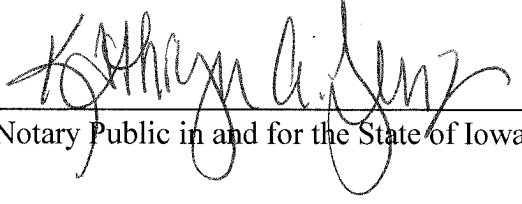
  
\_\_\_\_\_  
Dan L. Bush  
  
\_\_\_\_\_  
Shari L. Bush

Grantee:

  
\_\_\_\_\_  
James E. Beach, Board Member  
Madison County Livestock and Fair Association

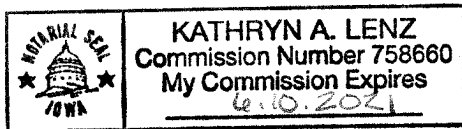
STATE OF IOWA :  
POK COUNTY :SS

On this 19 day of May 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Dan L. Bush and Shari L. Bush, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
:SS  
BOLK COUNTY :

On this 19 day of May 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared James E. Beach, a Member of the Board of Madison County Livestock and Fair Association, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Kathryn A. Lenz  
Notary Public in and for the State of Iowa