

BK: 2022 PG: 2059
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Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PERPETUAL EASEMENT
Recorder's Cover Sheet

Preparer Information: Benjamin L. Rouse, 502 15th Street, P.O. Box 250, Dallas Center, IA 50063, Phone: (515) 992-3728

Taxpayer Information: Max O. Bodermann, 11225 NW 121st Street, Granger, IA 50109

Return Document To: Benjamin L. Rouse, 502 15th Street, P.O. Box 250, Dallas Center, IA 50063

Grantors:

MAX O BODERMANN, JEANETTE BODERMANN and EVAN MAX
BODERMANN

Grantees:

EVAN MAX BODERMANN, MAX O BODERMANN and JEANETTE
BODERMANN

Legal Description: See Page 2

Document or instrument number if applicable:

MUTUAL PERPETUAL EASEMENT FOR FARM FIELD ACCESS

THIS AGREEMENT is made and entered into on this 11th day of July, 2022, by and between MAX O. BODERMANN and JEANETTE BODERMANN, wife and husband, and EVAN MAX BODERMANN, a single person, to establish a perpetual easement for farm field access for the benefit of themselves, their heirs, successors and assigns.

WHEREAS, MAX O. BODERMANN and JEANETTE BODERMANN are the owners of record of the following described property ("Max Farm"):

The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT the East 52.5 rods thereof, AND EXCEPT the North 80 feet of the West 208 feet thereof, AND the West Half of the Southwest Quarter (W1/2 SW1/4) of said Section Twenty-two (22); and

WHEREAS, EVAN MAX BODERMANN is the owner of record of the following described property ("Evan Farm"):

The West 107 1/2 rods of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT all that part of the West Half of the Southwest Quarter (W 1/2 SW 1/4) of said Section 22 located therein AND the West 107 1/2 rods of the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Twenty-seven (27), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

WHEREAS, the parties desire to establish a perpetual easement for farm field access for purposes of movement of farm equipment, machinery and vehicles for agricultural purposes to the Evan Farm across the Max Farm and to the Max Farm across the Evan Farm running with the land and binding upon the parties, their heirs, successors, and assigns.

NOW, THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration and the mutual covenants and agreements herein contained, the receipt and sufficiency of

which is hereby acknowledged, a perpetual easement for farm field access for the Evan Farm is hereby created over, on and across the following described Max Farm as follows:

An easement thirty (30) feet in width of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT the East 52.5 rods thereof, AND EXCEPT the North 80 feet of the West 208 feet thereof.

NOW, THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, a perpetual easement for farm field access for the Max Farm is hereby created over, on and across the following described Evan Farm as follows:

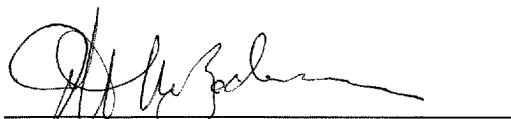
An easement being the North thirty (30) feet of the West thirty (30) feet of the West 107 1/2 rods of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT all that part of the West Half of the Southwest Quarter (W 1/2 SW 1/4) of said Section 22 located therein.

WHEREAS, this grant of easement shall run with the land in perpetuity and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

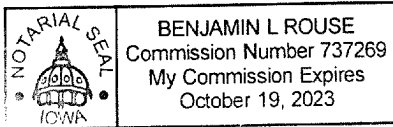

Evan Max Bodermann

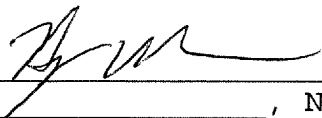

Max O. Bodermann


Jeanette Bodermann

STATE OF IOWA :
: SS.
COUNTY OF DALLAS :

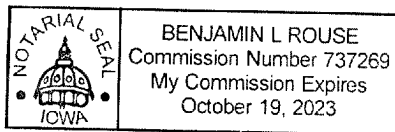
Subscribed and sworn to before me by Evan Max Bodermann this
11th day of July, 2022.




_____, Notary Public
in and for said state.

STATE OF IOWA :
: SS.
COUNTY OF DALLAS :

Subscribed and sworn to before me by Max O. Bodermann and
Jeanette Bodermann this 11th day of July, 20202.




_____, Notary Public
in and for said state.