



Document 2015 2563

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INDX
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

✓ 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

50324

ACCESS EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That Norwin H. Cummings and Joyce Marlene Cummings, husband and wife, (hereinafter called "Grantors") in consideration of the sum of Ten Dollars (\$10.00) to be paid by Danny J. Allen and Sonia B. Allen, husband and wife, and their heirs, successors and assigns, and (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 to Grantees land legally described first above being the "benefitted parcel" which would include access of 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, for the benefit of the Grantees property described first above.

This easement shall be a permanent easement and run with the land as a benefit to the above described real estate and as a burden upon the real estate described in Exhibit A. This easements and its rights shall inure to the successors and assigns of Grantee and the successors and assigns of Grantors should be bound by this Easement.

WHEREAS, the Grantors, Norwin H. Cummings and Joyce Marlene Cummings, are the owners of Lot 4 of Cummings Park Plat One (1) located in the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74), Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, being a burdened parcel; and Norwin Cummings is the legal owner of Parcel "B", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 5.41 acres, as shown in Plat of Survey filed in Book 2012, Page 725 on March 12, 2012, in the Office of the Recorder of Madison County, Iowa.

WHEREAS, Joyce Marlene Cummings joins in this Easement as a Grantor and for the purposes of releasing any inchoate dower rights to Parcel "B", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range

Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 5.41 acres, as shown in Plat of Survey filed in Book 2012, Page 725 on March 12, 2012, in the Office of the Recorder of Madison County, Iowa.

WHEREAS, Danny J. Allen and Sonia B. Allen are owners of The Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; **EXCEPT** Cummings Park Plat No. 1 Subdivision, located therein, as shown in Plat and Certification filed in Book 141, Page 377 on May 7, 1999, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "B", located therein, containing 5.41 acres, as shown in Plat of Survey filed in Book 2012, Page 725 on March 12, 2012, in the Office of the Recorder of Madison County, Iowa.

WHEREAS, attached hereto is Exhibit "B" is a hand drawn diagram of the Easement location in two parts indicating the approximate easement location over and across Lot 4 of Cummings Park Plat No. 1 and the easement location over and across Parcel "B" of the Plat of the Survey of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range Twenty-six (26) West in Madison County, Iowa.

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

NOW THEREFORE, this Easement 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 are fenced and the fence will remain in its current location. Grantee has the right to remove the 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.
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.
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 successors and assigns shall have the right of access to the Easement Area from property adjacent to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of 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.

Signed this 28th day of August, 2015.

GRANTORS

By: Norman A. Cummings

By: Joyce Marlene Cummings

STATE OF IOWA)
COUNTY OF Madison) SS

On this 28th day of August, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Norman & Joyce Cummings 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.

Ashley Avery
NOTARY PUBLIC in and for the State of Iowa



EXHIBIT "A"

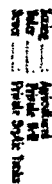
A 30-foot wide Ingress/Egress Easement over, above, across and through Lot 4 of Cummings Park Plat No. 1 located in the Northeast Quarter (1/4) of Section 19, Township Seventy-four (74), Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, in the same location and nature as described on the Final Plat of Cummings Park Plat No. 1 filed in Book 3, Page 436 of the Madison County Recorder's Office on May 7, 1999; and continuing over, across and through Lot 4 in Cummings Park Plat No. 1 extending to the Western boundary along the same course and continuing through Parcel "B", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 5.41 acres, as shown in Plat of Survey filed in Book 2012, Page 725 on March 12, 2012, in the Office of the Recorder of Madison County, Iowa following the same course Thirty (30) feet in width to the West line of Parcel "B", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 5.41 acres, as shown in Plat of Survey filed in Book 2012, Page 725 on March 12, 2012, in the Office of the Recorder of Madison County, Iowa where it adjoins the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; **EXCEPT** Cummings Park Plat No. 1 Subdivision, located therein, as shown in Plat and Certification filed in Book 141, Page 377 on May 7, 1999, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "B", located therein, containing 5.41 acres, as shown in Plat of Survey filed in Book 2012, Page 725 on March 12, 2012, in the Office of the Recorder of Madison County, Iowa.

EXHIBIT "B"

See Attached documents

(A) Area easement
Needed

10

[illegible]

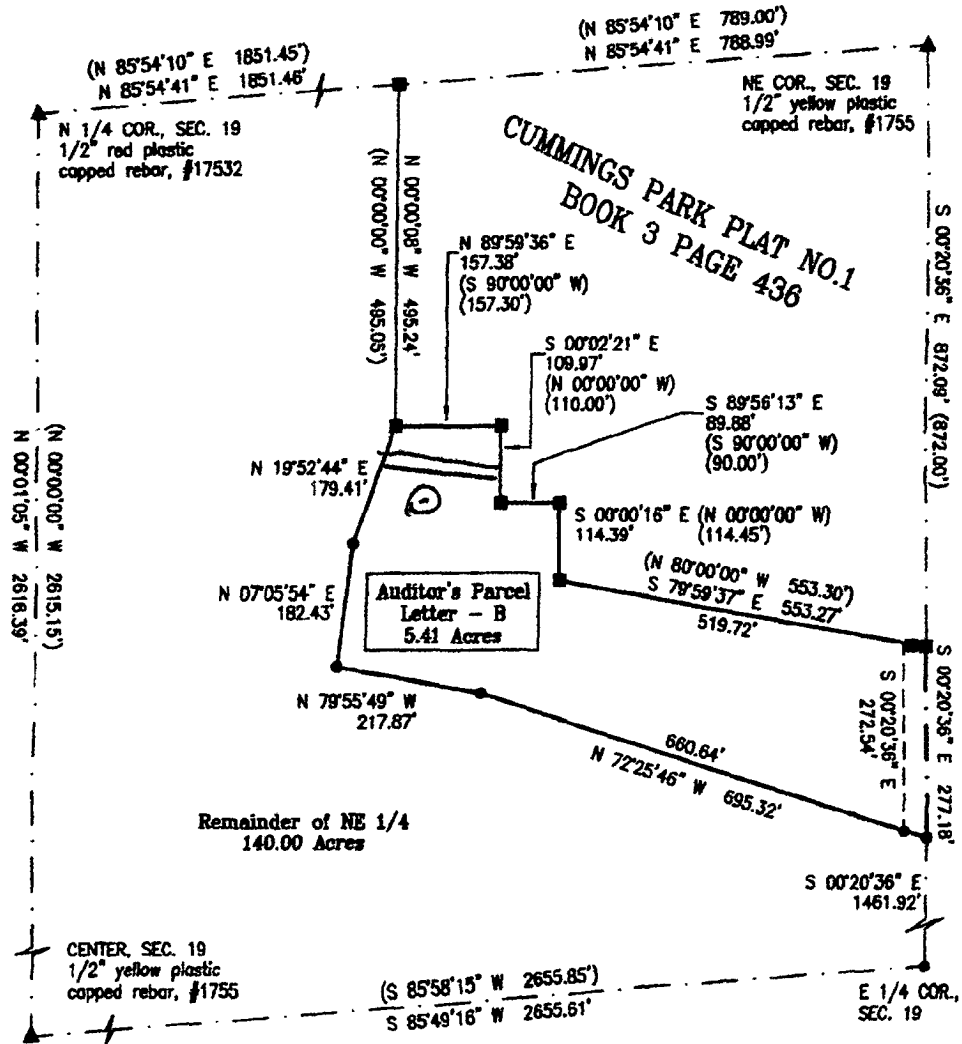
Legend

- 21 hrs Sat w/ Cap #172b
 Round Trip Carter Peak.
 21 hrs Sat w/ Cap #172a

 TIGGES ENGINEERING, INC. 4910 URBANDALE AVE. SUITE 303 DKS MONROE, LA 70130 PHONE: (504) 274-3937	FIELD NO. PG. DATE 04/13/99 PROJECT # MS33 FILE # PP99 DATE 04/13/99 FILE # 3
REVIEWED BY C.H.T. REVIEWED BY C.H.T. DATE 4/14/99	FIELD NO. PG. DATE 04/13/99 PROJECT # MS33 FILE # PP99 DATE 04/13/99 FILE # 3

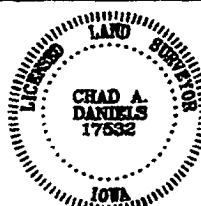
PLAT OF SURVEY
NE 1/4 OF THE NE 1/4, SEC. 19, T 74N, R 26W
MADISON COUNTY, IOWA

0 200 400 FEET



BASIS OF BEARINGS IS EAST LINE OF CUMMINGS PARK PLAT NO.1

- () - Recorded Distance/Bearing
--- 33' County Road Easement
--- Section line
Monuments
▲ - Found section corner
● - Set 1/2" red plastic capped rebar, #17532
■ - Found 1/2" yellow plastic capped rebar, #1755



I hereby certify that this surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed _____ Date _____
Chad A. Daniels

Iowa License No. 17532
My license renewal date is 12-31-2012
Page No.'s covered by this seal: 1 and 2

SURVEY FOR AND OWNER: Norwin Cummings, 3145 Terrace Lane, Truro IA 50257

PROJ. NO. 329

DATE OF SURVEY: 03/03/2012

PAGE 1 of 2