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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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**EASEMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Adam Doll, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Taxpayer Information: (name and complete address)

Timothy and Jacque Mohs, 1899 Nature Court, Winterset, IA 50273

Return Document To: (name and complete address)

Adam Doll, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Grantors:

Ty and Marsha Mapes

Grantees:

Timothy and Jacque Mohs

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

INGRESS/EGRESS AND UTILITY EASEMENT AGREEMENT

This Easement Agreement is entered into by and between Ty and Marsha Mapes (hereinafter "Mapes") and Timothy and Jacque Mohs (hereinafter "Mohs"). For the consideration of One Dollar and other good and valuable consideration it is agreed as follows:

WHEREAS, Mohs are the owners of real estate legally described as:

Parcel "P" in the Northwest Quarter, Northeast Quarter and Southwest Quarter of Section 6, Township 76 North, Range 27 west of the 5th P.M., Madison County, Iowa; ("Mohs Property") and

WHEREAS, Mapes are the owners of real estate described as:

All that part of the Southwest Fractional Quarter (SW Fr 1/4) of the Northwest Quarter (NW 1/4) of Section 6, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "N" as recorded in Book 2014 Page 496 of the records of the Madison County Recorder's Office, AND EXCEPT Parcel "O" recorded in Book 2015 Page 3729 of the records of the Madison County Recorder's Office, AND EXCEPT Parcel F recorded in Book 2017 Page 493 of the records of the Madison County Recorder's Office, containing 9.42 acres, more or less, as shown on the attached survey. ("Mapes Property")

WHEREAS, Mohs wish to grant an easement for ingress, egress, and utilities on the area shown as "I-E Easement" (as shown on the Plat of Survey for said Parcel "P") to Mapes for the benefit of the Mapes Property.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Ingress/Egress Easement.** Mohs hereby grant Mapes an easement for ingress and egress over the area as designated "I-E Easement" on the attached Plat of Survey for Parcel "P" in the Northeast Quarter, Northwest Quarter and Southwest quarter of Section 6, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa for benefit of the Mapes ("Easement Area").

2. **Grant of Utility Easement.** Mohs also hereby grant Mapes a utilities easement over the Easement Area for the purpose of general utilities to be placed and service the Mapes property.
3. **Use of Easement Premises.** The Mapes shall be the only parties, other than the Mohs, to use the Easement Area. Mohs expressly reserve the right for themselves to use the Easement Area. Mohs shall not use or leave anything on Easement Area so as to prevent the free and uninterrupted use of the Easement Area by the Mapes. Mohs shall not install any structure or other item in, on, or under the Easement Area that materially interferes with the Mapes' right to ingress/egress, or Mapes' placement of utilities.
4. **Maintenance.** Mohs shall maintain and be responsible for the cost of maintaining the Easement Area. Notwithstanding the above provisions, either party causing damage to the Easement Area through negligence on the part of that party themselves or others for them or their behalf shall be wholly responsible for any such damage resulting from such negligence.
5. **Running of Benefit and Burdens.** All the provisions of this Agreement, including the benefits and burdens, run with the land are binding on and adhere to the benefit of the heirs, assigns, and successors of the parties.
6. **Miscellaneous.**
 - (a) This Agreement shall be constructed, construed, and enforced in accordance with the laws of the State of Iowa.
 - (b) This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties hereto.
 - (c) The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

Ty Mapes
Ty Mapes

Date: 3 10 17

Marsha Mapes
Marsha Mapes

Date: 3-10-17

Timothy Mohs
Timothy Mohs

Date: 3-10-17

Jacque Mohs
Jacque Mohs

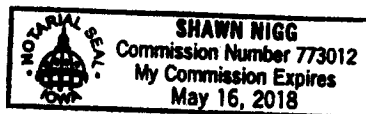
Date: 3-10-2017

Signed and sworn to (or affirmed) before me on 3-10-2017, by
Ty Mapes.



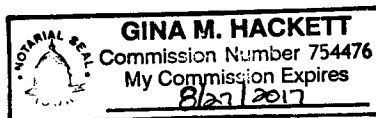
[Signature]
Signature of Notary Public

Signed and sworn to (or affirmed) before me on 3-10-2017, by
Marsha Mapes.



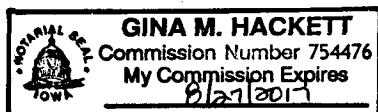
[Signature]
Signature of Notary Public

Signed and sworn to (or affirmed) before me on 3/10/2017, by
Timothy Mohs.



[Signature]
Signature of Notary Public

Signed and sworn to (or affirmed) before me on 3/10/2017, by
Jacque Mohs.



[Signature]
Signature of Notary Public