



Document 2018 30

Book 2018 Page 30 Type 06 001 Pages 7

Date 1/03/2018 Time 2:37:41PM

Rec Amt \$37.00

INDX
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

INGRESS/EGRESS EASEMENT AND MAINTENANCE AGREEMENT

Recorder's Cover Sheet

Preparer Information (Name and Complete Address):

Timothy R. Williams
505 5th Avenue, Suite 535
Des Moines, IA 50309
515/280-3300

Taxpayer Information (Name and Complete Address):

✓ Return Document to (Name and Complete Address):

Timothy R. Williams
505 5th Avenue, Suite 535
Des Moines, IA 50309

GRANTORS

Cory Hall
Deborah Hall

GRANTEE

Bryson Hall

Legal Description: See Exhibit "A"

Document or instrument number of previously recorded documents: _____

PERMANENT INGRESS/EGRESS EASEMENT AND MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Cory Hall and Deborah Hall, husband and wife, (hereafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by the Grantor, do hereby sell, grant, convey and reserve a perpetual Easement for Ingress/Egress in favor of Bryson Hall ("Beneficiary"), as the owner of the real estate described as Parcel A 43.24 acres in S ½ NW ¼ and NE ¼ SW ¼ in Section 30, Township 76, Range 28 West of 5th P.M., Madison County, Iowa ("Benefited Property"), under, over, through, and across the following described real estate in Madison County, Iowa, to wit:

See Exhibit "A" attached hereto, which by this reference is incorporated herein as if fully set out.

(hereinafter called "Easement Area") for the purposes of constructing, reconstructing, repairing, enlarging and maintaining an ingress/egress easement, together with necessary appurtenances thereto, under, over, through and across said Easement Area. A drawing of the Easement Area is attached as Exhibit B.

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES AND OTHER USES PROHIBITED. The parties hereto, and their successors and assigns, shall not erect any structure, building or fence over or within the Easement Area. The Easement Area shall be used solely for ingress and egress and neither party shall use said Easement Area for any other purpose whatsoever.

2. CHANGE OF GRADE PROHIBITED. The parties hereto, and their 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 other party or their successors or assigns.

3. MAINTENANCE OF EASEMENT AREA. The Grantor shall be responsible for the maintenance, repair and replacement of the Easement Area and the parties shall equally split the cost of all maintenance, repair, and replacement in the Easement Area. Grantor shall provide a statement of charges to the Beneficiary, and such amount shall be paid within 30 days. If either the Grantor or the Beneficiary, their successors or assigns cause damage within the Easement Area due to negligence or abusive use, then that party shall be responsible for all costs of repairs of said damage. If Grantor, its successors or assigns does not cause the maintenance, repair and replacement of the Easement Area to be done within 30 days after receipt of written notice from the Beneficiary, Beneficiary can provide a second written notice to Grantor, that Grantor is in default of its obligations hereunder and Beneficiary may cause such reasonable maintenance, repair or replacement work to be completed, and Grantor shall be responsible for one-half of such costs when the work is completed. If a party subject to this Agreement fails to pay any costs required to be paid by the appropriate party hereunder, the other party shall be entitled to file a mechanic's lien against the defaulting owner's property and foreclose on such lien pursuant to Iowa Code Chapter 572, as amended from time to time, and be entitled to receipt of interest on the outstanding amount at 10% per annum. In addition to the foregoing, a party bound by this Agreement may enforce the terms of the Easement against another owner by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this easement, the prevailing party shall be entitled to recover their costs of litigation, including, without limitation, reasonable attorney fees.

4. RIGHT OF ACCESS. Each party hereto, and their respective successors and assigns, shall have the right of access to the Easement Area and shall 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 in the Easement Area.

5. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

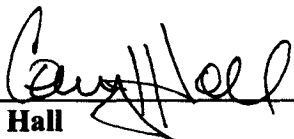
6. PROPERTY TO BE RESTORED. Upon completion of any construction, reconstruction, repair, enlargement or maintenance on the Easement Area or necessary appurtenance thereto, the parties shall restore the Easement Area in a good and workmanlike manner.

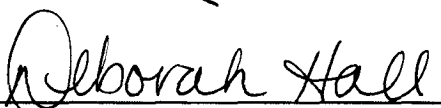
Grantor does HEREBY COVENANT that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

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 acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 28 day of December, 2017.

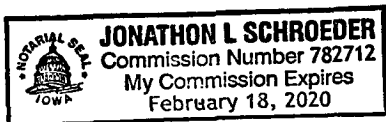

Cory Hall


Deborah Hall

Bryson Hall
Bryson Hall

STATE OF IOWA }
COUNTY OF STORY } SS:

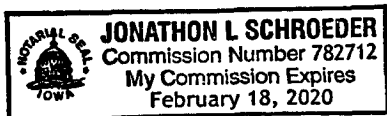
This instrument was acknowledged before me on December 28, 2017 by Cory Hall and Deborah Hall.



Jonathon L. Schroeder
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

STATE OF IOWA }
COUNTY OF STORY } SS:

This instrument was acknowledged before me on December 28, 2017, by Bryson Hall.



Jonathon L. Schroeder
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

CONSENT OF MORTGAGEE

Vision Bank hereby consents to the foregoing easement and maintenance agreement.

Dated this 28th day of December, 2017.

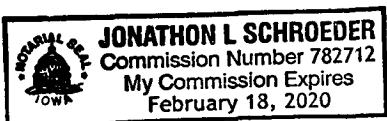
Vision Bank

By: Tanner Winterhof
Tanner Winterhof,

Title: Vice President

STATE OF IOWA }
COUNTY OF STORY } SS:

This instrument was acknowledged before me on December 28, 2017, by Tanner Winterhof, vice president and on behalf of Vision Bank.



Jonathon L. Schroeder
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

Exhibit A

Legal Description - 30' Access Easement

All that part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 30, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, being the East 30.00 feet, Except the South 40.00 feet, of the SE1/4 SW1/4, more particularly described as follows:

Commencing at the S1/4 Corner of said Section 30, thence North 00°31'27" West, along the East line of said SE1/4 SW1/4, a distance of 40.00 feet, to the North right of way line of 210th Street, also being the Point of Beginning; thence North 89°58'09" West, along said North right of way line, a distance of 30.00 feet; thence North 00°31'27" West, a distance of 1,282.66 feet, to a point on the North line of said SE1/4 SW1/4; thence South 89°58'28" East, along said North line of the SE1/4 SW1/4, a distance of 30.00 feet, to the Northeast corner of said SE1/4 SW1/4; thence South 00°31'27" East, along the East line of said SE1/4 SW1/4, a distance of 1,282.66 feet to the Point of Beginning, and containing 38,480 square feet or 0.88 acres of land, more or less.

ABACI CONSULTING, INC.

CIVIL ENGINEERING - LAND SURVEYING

101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

Exhibit B

THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

30' Access Easement

SE1/4 SW1/4 of

Sec 30-76-28

Legal Description - 30' Access Easement

All that part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 30, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, being the East 30.00 feet, Except the South 40.00 feet, of the SE1/4 SW1/4, more particularly described as follows:
Commencing at the S1/4 Corner of said Section 30, thence North 00°31'27" West, along the East line of said SE1/4 SW1/4, a distance of 40.00 feet, to the North right of way line of 210th Street, also being the Point of Beginning; thence North 89°58'09" West, along said North right of way line, a distance of 30.00 feet; thence North 00°31'27" West, a distance of 1,282.66 feet, to a point on the North line of said SE1/4 SW1/4; thence South 89°58'28" East, along said North line of the SE1/4 SW1/4, a distance of 30.00 feet, to the Northeast corner of said SE1/4 SW1/4; thence South 00°31'27" East, along the East line of said SE1/4 SW1/4, a distance of 1,282.66 feet to the Point of Beginning, and containing 38,480 square feet or 0.88 acres of land, more or less.

S 89°58'28" E 1308.06'(M) 1307.98'(R)

NW Corner SE1/4 SW1/4
Sec 30-76-28
1/2" IR YC 6808

NE Corner SE1/4 SW1/4
Sec 30-76-28
1/2" IR YC 6808

N 00°31'47" W 1322.54'(M) 1322.62'(R)

SE1/4 SW1/4

N 00°31'27" W 1282.66'

30' Access Easement

S 00°31'27" E 1282.66'

N 00°31'27" W 1322.66'(M) 1322.49' (R)

1/2" IR YC 6808

40' Right of Way Line

N 89°58'09" W 30.00'

POB
Access Easement
1/2" IR YC 6808

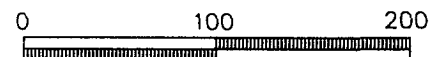
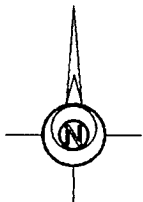
N 89°58'09" W 1307.94'

SW Corner SE1/4 SW1/4
Sec 30-76-28
1/2" IR YC 6808

N 89°58'09" W 1307.93'(M&R)

S1/4 Corner
Sec 30-76-28
1/2" IR YC 6808
POC

210th Street



Scale 1" = 100'

DATE OF SURVEY FIELDWORK: 12/22/17 DRAWING DATE: 12/27/17 DRAFTER: VP PROJECT NO: 17535

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR

REVISION DATE:

SYMBOLS LEGEND:

R RECORDED DISTANCE
M MEASURED DISTANCE
C CALCULATED DISTANCE
● CORNER MONUMENT FOUND