

Instr. Number: 22E0342
Recorded: 5/26/2022 at 11:11:49.0 AM
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax:
Diane Amundson RECORDER
Humboldt County, Iowa

Prepared by/Return To: Colin Hendricks, 805 Central Ave. #700, Fort Dodge, IA 50501, 515-576-4127
Taxpayer Info: Sonya Colvin, 2205 Greenhills Drive, Unit 1103, Ames, IA 50014

INGRESS AND EGRESS EASEMENT

WHEREAS, Roy Peterson, married, Heidi Vosberg, married, Lory Bowerman, married, and Troy Peterson, married, and their successors and assigns (collectively, "Grantor") are the owners of the real estate described on Exhibit 1 ("Burdened Land"); and

WHEREAS, Sonya Colvin, married, and her successors and assigns ("Grantee") is the sole owner of the real estate described on Exhibit 2 ("Benefitted Land").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Easement. Grantor grants an ingress-egress easement over certain areas of Burdened Land for the benefit of Grantee's Benefitted Land for the sole purpose described in Paragraph 1(f) hereof.
 - a. Location. This ingress-egress easement shall encompass a strip of land running on the entire west boundary of Burdened Land and extending 40 feet east of said western boundary line of Burdened Land, as more particularly described on Exhibit 3 (the "Easement Area").
 - b. Termination of Easement. This ingress-egress easement shall terminate if the Grantee, its successors, or assigns, notifies the Grantor, in writing, of the termination of the easement ("Condition Terminating Easement").
 - c. Maintenance. The responsibility for maintaining the Easement Area for this ingress-egress easement shall be Grantor's responsibility. The Grantor shall

maintain the Easement Area in a condition that is sufficient for reasonable passenger vehicle and farm equipment to access Benefitted Land for personal, agricultural, and farming purposes—all uses to be consistent with practices in the area.

- d. Repair and Improvement. The responsibility and costs of repairing the Easement Area shall be borne exclusively by the Grantor, so long as Grantee uses the easement in a manner that is consistent with farming practices in the area and under a duty of good faith and fair dealing. Grantee warrants the Grantor and its agents shall use the Easement only for the purpose stated in Section 1(f) hereof.
 - i. If Grantee reasonably believes repairs need be made to the Easement Area, Grantee shall give thirty (30) days' prior written notice to the Grantor. Grantor and Grantee shall use their best efforts to agree to a plan to repair the Easement Area upon the Grantee's written request.
 - ii. Prior to initiating any work, Grantee shall be notified, in writing, at least seven (7) days prior to the commencement of work.
- e. No Duty to Improve. Neither Grantor nor Grantee shall be responsible for improving the Easement Area. The responsibility and cost for improving the Easement Area shall be borne exclusively by the party desiring the improvement, unless otherwise agreed to by the Grantor and Grantee, in writing, prior to the commencement of work. If Grantee improves the Easement Area, Grantee shall be responsible for the ongoing cost and maintenance of the improvement. No improvements shall interrupt the other party's use of the Easement Area.
- f. Purpose. The sole purpose of this ingress-egress easement shall be to allow Grantee and Grantee's agents access to Benefitted Land using personal and farm vehicles and farm equipment for personal, agricultural, and farming purposes only. Grantee shall not park any vehicles, or place any other property, in the Easement Area for any duration of time. The Grantee and its agents shall only use the Easement Area in a manner that is consistent with practices in the area, under a duty of good faith and fair dealing.
- g. Duration. Subject to the Condition Terminating Easement, this ingress-egress easement shall be binding on, and to the benefit of, the heirs, successors, and assigns of the parties hereto.

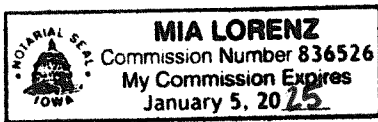
Dated: May 20, 2022.

[Signature pages to follow]

Sonya M. Colvin
Sonya Colvin, Grantee

STATE OF IOWA, COUNTY OF Story

This record was acknowledged before me on April 14th, 2022 by
Sonya Colvin, a married person.



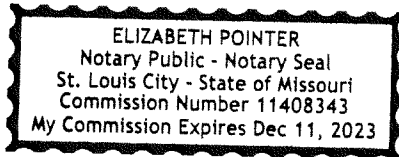
[Signature]
Signature of Notary Public

Roy Peterson
Roy Peterson, Grantor

Kimberly Peterson
Kimberly Peterson, Wife of Grantor

STATE OF Missouri, COUNTY OF City of St. Louis

This record was acknowledged before me on April 20, 2022 by
Roy Peterson and Kimberly Peterson, husband and wife.



Elizabeth Pointer
Signature of Notary Public

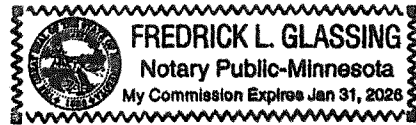
Heidy Vosberg
Heidy Vosberg, Grantor

Daryl Vosberg
Daryl Vosberg, Husband of Grantor

STATE OF Minnesota, COUNTY OF Washington

This record was acknowledged before me on April, 14th, 2022 by
Heidy Vosberg and Daryl Vosberg, wife and husband.

Fredrick L. Glassing
Signature of Notary Public

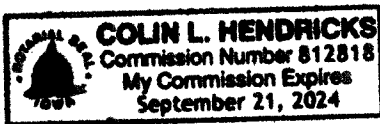


Lory Bowerman
Lory Bowerman, Grantor

Roy Bowerman
Roy Bowerman, Husband of Grantor

STATE OF IOWA, COUNTY OF WEBSTER

This record was acknowledged before me on May 20, 2022 by
Lory Bowerman and Roy Bowerman, wife and husband.



Colin Hendricks
Signature of Notary Public

Troy Peterson
Troy Peterson, Grantor

Mary Peterson
Mary Peterson, Wife of Grantor

STATE OF IOWA, COUNTY OF Humboldt

This record was acknowledged before me on May 2, 2022 by
Troy Peterson and Mary Peterson, husband and wife.



Brenda Dornath
Signature of Notary Public

EXHIBIT 1

Legal Description of Grantor's Burdened Land

The Southwest Quarter (SW 1/4) of Section Twenty-Six (26), Township Ninety-Two (92) North, Range Twenty-Nine (29) West of the 5th P.M., Humboldt, County, Iowa,

EXCEPT Parcel A of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26), Township Ninety-Two (92) North, Range Twenty-Nine (29) West of the 5th P.M., Humboldt, County, Iowa, as described in that Plat of Survey dated March 24, 2020, filed with the Humboldt County, Iowa Recorder on April 6, 2020, and recorded in Book 20 Page 0356 as Document 200356.

AND ALSO EXCEPTING Parcel B of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26), Township Ninety-Two (92) North, Range Twenty-Nine (29) West of the 5th P.M., Humboldt, County, Iowa, as described in that Plat of Survey dated April 30, 2022, filed with the Humboldt County, Iowa Recorder on May 18, 2022 and recorded in Book 22, Page 0419 as Document 220419.

SUBJECT TO ALL CONVENANTS, RESTRICTIONS, EASEMENTS, AND INSTRUMENTS OF RECORD.

EXHIBIT 2

Legal Description of Grantee's Benefitted Land

Parcel B of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26), Township Ninety-Two (92) North, Range Twenty-Nine (29) West of the 5th P.M., Humboldt, County, Iowa, as described in that Plat of Survey dated April 30, 2022, filed with the Humboldt County, Iowa Recorder on May 18, 2022 and recorded in Book 22, Page 0419 as Document 220419.

SUBJECT TO ALL CONVENANTS, RESTRICTIONS, EASEMENTS, AND INSTRUMENTS OF RECORD.

Exhibit 3
Legal Description of Easement Area

A FORTY (40) FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP NINETY-TWO (92) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., HUMBOLDT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°27'52" EAST 516.04 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4) TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00°27'52" EAST 578.88 FEET TO THE NORTH RIGHT OF WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN RAILWAY COMPANY, CURRENTLY THE NORTH LINE OF THE HUMBOLDT COUNTY CONSERVATION BOARD TRAIL; THENCE SOUTH 59°57'46" EAST 46.42 FEET ALONG SAID NORTH LINE; THENCE LEAVING SAID NORTH LINE, NORTH 00°27'52" WEST 602.01 FEET TO THE SOUTH LINE OF PARCEL B; THENCE NORTH 89°50'20" WEST 40.00 FEET, ALONG THE SOUTH LINE OF PARCEL B TO THE POINT OF BEGINNING.

EASEMENT PARCEL CONTAINS 0.54 ACRES (23,618 Sq Ft) AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY, THE NORTH LINE OF THE SOUTHWEST QUARTER OF 26-92-29 IS ASSUMED TO BEAR SOUTH 89°50'17" EAST.

EASEMENT PARCEL IS DESCRIBED IN THAT PLAT OF SURVEY DATED APRIL 30, 2022, FILED WITH THE HUMBOLDT COUNTY, IOWA RECORDER ON MAY 18, 2022 AND RECORDED IN BOOK 22, PAGE 0419 AS DOCUMENT 220419.