

BK: 2020 PG: 303
Recorded: 1/28/2020 at 3:56:31.0 PM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

WARRANTY DEED
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Robyn Sullivan 33645 Berns Shore Drive, Adel, Iowa 50003 515-210-4702

Return Document To:

Scott Sullivan 1769 Shore St, Truro, Iowa 50257

Grantors:

James Schaack 1768 Shore St, Truro Iowas 50257

Grantees:

Scott Sullivan 1769 Shore St, Truro, Iowa 50257

Legal Description: See Page 6

Document or instrument number of previously recorded documents: N/A

**Real Estate Easement Agreement
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Grantees:

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REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on July 01, 2014, by and between James Schaack of 1768 Shore Street, Truro, Iowa 50257, hereinafter ("Grantor"), and Scott Sullivan of 1769 Shore Street, Truro, Iowa, 50257 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 1768 Shore Street, Truro, Iowa, 50257, and more fully described as follows: Schaack's resident, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as Iowa, 1769 Shore Street, Truro Scott Sullivan, Scott Sullivan Dwelling, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: Schaack's resident.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by essential access to his property.

3. Duration and Binding Effect

The easement shall endure 0 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by essential access to his property.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to providing access to Grantee's property.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

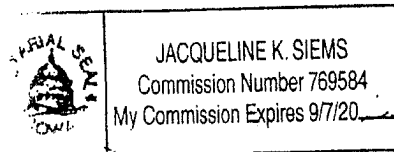
This Real Estate Easement Agreement is executed and agreed to by:

Scott Sullivan

Scott Sullivan
robynramsey1981@gmail.com
January 20, 2020 at 04:44 am
Recorded at IP 173.20.174.145

James Schaack

James Schaack
james.schaack@gmail.com
January 20, 2020 at 07:26 am
Recorded at IP 71.28.217.13



Legal Description

The West One-fourth of the Southwest Quarter of the Northwest Quarter (W ¼ SW ¼ NW ¼) of Section Four (4), Township Seventy-three (73) North, Range Twenty-six (26) West of the 5th P.M., Clarke County, Iowa.

AND

Parcel "A", a subdivision located in a portion of the Northeast Quarter (NE ¼) of Section Five (5), Township Seventy-three (73) North, Range Twenty-six (26) West of the 5th P.M., in Clarke County, Iowa, the boundary of which is more particularly described as follows: Beginning at the East Quarter Corner of said Section Five (5); thence S 86°36'52" W along the South line of the Northeast Quarter (NE ¼) of said Section Five (5), 1273.53 feet; thence N 00°00'00" E, 33.06 feet; thence S 86°36'52" W, 454.78 feet; thence N 00°00'00" E, 400.62 feet to the center of the channel of the South River; thence S 56°30'00" E, 97.02 feet; thence N 84°45'00" E, 69.96 feet; thence N 20°30'00" E, 36.96 feet; N 14°15'00" W, 161.70 feet; thence N 24°00'00" W, 126.06 feet; thence N 20°00'00" E, 270.60 feet; thence N 63°30'00" E, 74.58 feet; S 65°30'00" E, 164.34 feet; thence S 46°00'00" E, 145.20 feet; thence S 60°45'00" E, 50.16 feet; thence N 76°45'00" E, 73.92 feet; thence N 22°00'00" E, 232.98 feet; thence N 66°45'00" W, 100.32 feet; thence N 50°00'00" W, 112.20 feet; thence N 41°15'00" E, 65.34 feet; thence N 40°00'00" W, 50.82 feet; thence N 10°30'00" W, 93.72 feet; thence N 43°30'00" W, 29.70 feet; thence N 16°00'00" E, 45.54 feet; thence N 77°15'00" E, 48.84 feet; thence S 35°00'00" E, 53.46 feet; thence N 87°30'00" E, 42.24 feet; thence N 34°00'00" W, 85.80 feet; thence N 09°30'00" E, 102.30 feet; thence N 47°00'00" E, 66.66 feet; thence N 00°15'00" E, 180.18 feet; thence N 30°45'00" W, 115.50 feet; thence N 42°30'00" E, 8.23 feet to the centerline of a county road; thence Northeasterly along a 1651.60 foot radius curve to the right, 104.65 feet, said curve being the centerline of said county road and has a chord which bears N 79°37'36" E with a length of 104.63 feet; thence N 81°31'12" E along the centerline of said county road, 1052.39 feet; to the East line of Northeast Quarter (NE ¼) of said Section Five (5); thence S 00°00'00" W along the East line of the Northeast Quarter (NE ¼) of said Section Five (5), 1921.07 feet to the point of beginning containing 58.82 acres.