



Document 2020 4700

Book 2020 Page 4700 Type 06 001 Pages 3  
Date 12/07/2020 Time 3:12:38PM  
Rec Amt \$17.00

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

E/Return to:

Preparer: David C. Pulliam, Wasker, Dorr, Wimmer & Marcouiller P.C., 4201 Westown Pkwy, Ste 250, WDM, IA 50266  
(515) 283-1801 (LIN91423)

5/4 x 3

### EXISTING STRUCTURE ENCROACHMENT EASEMENT

WHEREAS, Jack D. Jones and Susan E. Jones, husband and wife (hereafter collectively referred to "Jones") are the owners of real property in Madison County, Iowa, legally described as:

Parcel "D" located in the Southeast Quarter (1/4) of Section Thirty-Five (35), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 5.67 acres, as shown in Plat of Survey filed in Book 2020, Page 4449 on November 18, 2020, in the Office of the Recorder of Madison County, Iowa.



Locally known as 112 16th Avenue S, WINTERSET, IA 50273;

WHEREAS, Fred H. Reed and John B. Reed, as Trustees of the Herbert T. Reed Trust, Dated June 1, 1990, (hereafter referred to as "Reed") is the owner of certain real property in Madison County, Iowa, legally described as:

Parcel "C" located in the Southeast Quarter (1/4) of Section Thirty-Five (35), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 5.67 acres, as shown in Plat of Survey filed in Book 2020, Page 4449 on November 18, 2020, in the Office of the Recorder of Madison County, Iowa.

WHEREAS, Jones desires to grant Reed an easement for the encroachment of certain existing structures currently traversing the lot line dividing and located on both Parcels "D" and "C".

NOW, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

1. Description of Easement. The legal description of the easement area is hereby defined as follows:

The "Loafing Shed" located at the Northwest corner of Parcel "D" and the Southwest Corner of Parcel "C" where it traverses the lot line between Parcels "D" and "C" with approximate dimensions of 32 feet x 26 feet as shown on Sheet 3 of the Plat of Survey filed in Book 2020, Page 4449 on November 18, 2020, in the Office of the Recorder of Madison County, Iowa,

AND

The "Storage Shed" located approximately 30 feet east of the "Loafing Shed" where it traverses the lot line between Parcels "D" and "C" with approximate dimensions of 18 feet x 18 feet as shown on Sheet 3 of the Plat of Survey filed in Book 2020, Page 4449 on November 18, 2020, in the Office of the Recorder of Madison County, Iowa.

2. Grant of Easement. Jones hereby grants to Reed an easement over and across the easement area defined in the preceding paragraph for repair, maintenance of the existing structures located within in the easement area.
3. Liability and Maintenance Structures. The parties agree that Reed shall be responsible all expenses incurred for the removal of the existing structures in the easement area.
4. Property to be Restored. Upon removal any of the encroaching structures, Reed shall restore the easement area in a good and workmanlike manner to its present condition, including the restoration of all lawns by sodding or seeding.
5. Termination of Easement upon Removal or Destruction: The easements contained herein shall remain in effect only so long as the structures encroaching upon Parcel "D" as described in the easement area continue to exist in their locations as shown on the above referenced Plat of Survey; upon removal, modification eliminating any encroachment, or destruction of any encroaching structure described herein the easement in favor of said encroachment shall terminate and be of no further effect
6. Easement Benefit. This easement shall be for the benefit of all current and future owners of said Parcel "C", and shall be a burden upon said Parcel "D".
7. Easement Runs With Land. This easement shall be deemed to run with the land and shall be binding on both parties, their successors and assigns, including all future owners of the said Parcels "C" and "D".

Dated: 12-1-20

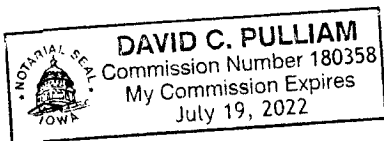
[Signature]  
Jack D. Jones

[Signature]  
Susan E. Jones

STATE OF Iowa  
COUNTY OF Polk )  
 ) ss:  
 ) December

On this 1 day of December, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared **Jack D. Jones and Susan E. Jones, husband and wife**, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

[Signature]  
Notary Public in and for said State



Dated: 12-1-20

**Fred H. Reed and John B. Reed, as Trustees  
of the Herbert T. Reed Trust, Dated June 1,  
1990**

By: *Fred H. Reed*

Fred H. Reed, Trustee

By: *John B. Reed*

John B. Reed, Trustee

STATE OF Iowa  
COUNTY OF polk ) ss:  
dec.

On this 1 day of December, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared **Fred H. Reed and John B. Reed, as Trustees of the Herbert T. Reed Trust, Dated June 1, 1990**, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

*[Signature]*  
Notary Public in and for said State

