

BK: 2023 PG: 1568
Recorded: 7/10/2023 at 4:00:02.0 PM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and return to: Justin E. Hayes, Wasker, Dorr, Wimmer & Marcouiller P.C., 4201 Westown Parkway, Suite 250, West Des Moines, (515) 283-1801 (8002RE)

Re: First Parcel: Parcel "C" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 20.00 acres, more or less, as shown in Plat of Survey filed in Book 2022, Page 345 on February 2, 2022, in the Office of the Recorder of Madison County, Iowa.

AND

Second Parcel: The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), EXCEPT Parcel "B" as shown in Plat of Survey filed March 9, 2016 in Book 2016 Page 579 of the records of the Madison County Recorder's Office, AND EXCEPT Parcel "C" as shown on Plat of Survey filed February 2, 2022 in Book 2022, Page 345 of the records of the Madison County Recorder's Office, all in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa.

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT is entered into on this 19 day of June, 2023, by and between David F. Avery and Coreen D. Avery ("Avery"), owner of the **Second Parcel**, and Stephanie Kindred and Nicholas Kindred ("Kindred"), the owner of the **First Parcel** of the following described real estate:

WHEREAS, Kindred desires to utilize part of the driveway now existing in the southwest part of the Kindred property; and

WHEREAS, Avery has agreed to grant a mutual Easement for driveway purposes which will affect both legally described properties referenced above;

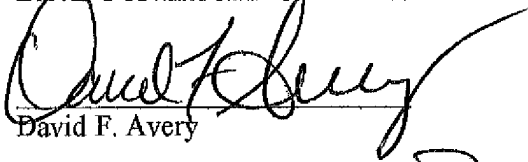
WHEREAS, the parties now wish to enter into this Driveway Easement Agreement which sets forth the respective rights and obligations of the parties.

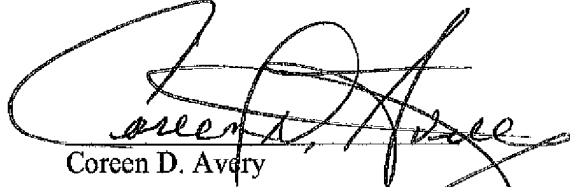
NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

1. Description of Easement. The easement area is described as: As shown in survey filed in the office of the Madison County Recorder's office at Book 2022, Page 345, Driveway beginning on Parcel "A" at Point of Beginning, then North 40°18'21" East 65.17 feet, then North 75°16'38" 38.30 feet, then South 89°35'17" East 215.00 feet, then South 81°23'24" East 70.14 feet, then South 89°35'17" East 272.53 feet to Boundary Line of Parcel "C".
2. Grant of Easement. Avery hereby grants to Kindred, their successors or assigns, a driveway easement and ingress and egress easement over and across the easement area.
3. Structures Prohibited. Both parties agree that they will not erect any structures, fences, barriers or vegetation over or within the easement area which would obstruct the use of the easement area for driveway purposes, without the prior written approval of the other party.
4. Change of Grade Prohibited. Both parties agree that they shall not change the grade, elevation, or contour of any part of the driveway and easement area without obtaining the prior written consent of the other party.
5. Right of Access. Kindred, as well as guests and invitees of Kindred, and all future owners shall have the right of full access and usage over and across the easement area for driveway purposes. Avery, as well as guests and invitees of Avery and all future owners, shall have the right of full access and usage over and across the easement area for driveway purposes.
6. Easement Benefit. This driveway easement shall be for the benefit of all current and future owners of the First Parcel, and the Second Parcel, in Madison County, Iowa.
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 all current and future owners of the First Parcel as described on Exhibit A, and the Second Parcel as described above, located in Madison County, Iowa.
8. Maintenance of Joint Driveway. The parties agree that Kindred, and their successors in interest, shall be fully responsible for all repair, maintenance or replacement of the driveway that is within the easement area, and shall also be responsible for all expenses incurred for the repair, maintenance or replacement of the driveway that sits within the easement area. Kindred, and their successors in interest, shall also be fully responsible for the removal of any snow or ice in the easement area.
9. Property to be Restored. Upon completion of any repair, maintenance, or replacement of the driveway, Kindred, and their successors in interest shall restore the driveway and easement area in a good and workmanlike manner to its present condition, including the restoration of all lawns by sodding or seeding.
10. Termination, Modification or Amendment. This agreement may be terminated, modified, or amended at any time, provided such termination, modification, or amendment is in writing and is executed by both parties and their successors in interest.

DATED on the date appearing in the first paragraph hereof.

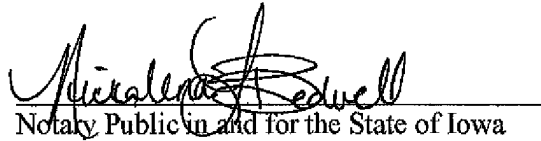
DAVID F AVERY AND COREEN D. AVERY

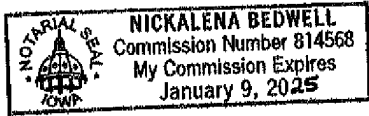

David F. Avery


Coreen D. Avery

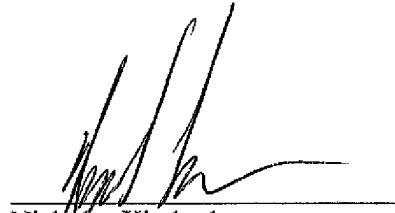
STATE OF Iowa, COUNTY OF Polk _____:

This instrument was acknowledged before me on this 19 day of June, 2023 by David F Avery and Coreen D. Avery, a married couple.


Notary Public in and for the State of Iowa

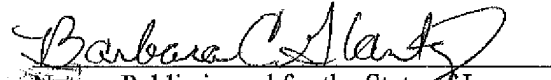



Stephanie Kindred


Nicholas Kindred

STATE OF IOWA, COUNTY OF Polk :

This instrument was acknowledged before me on this 22 day of June, 2023 by Stephanie Kindred and Nicholas Kindred.


Notary Public in and for the State of Iowa

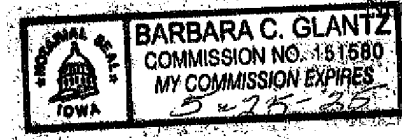


Exhibit "A"

Driveway beginning at Point of Beginning, then North $40^{\circ}18'21''$ East 65.17 feet, then North $75^{\circ}16'38''$ 38.30 feet, then South $89^{\circ}35'17''$ East 215.00 feet, then South $81^{\circ}23'24''$ East 70.14 feet, then South $89^{\circ}35'17''$ East 272.53 feet.