

BK: 2023 PG: 2196
Recorded: 9/11/2023 at 2:09:19.0 PM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067
(515) 462-4912

Taxpayer Information: (name and complete address)

Estate of Janet A. Schissel, c/o Mark R. Schissel, 4187 Pond Wynde South, Eagan, MN 55122

Return Document To: (name and complete address)

Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Estate of Janet A. Schissel

Grantees:

Robert J. Lynch Family Trust

Legal Description: See Page -2-

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

EASEMENT AGREEMENT

THIS AGREEMENT is made and executed this 1st day of September, 2023 by and between the Estate of Janet A. Schissel ("Grantor"), and the Robert J. Lynch Family Trust ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate located in Madison County, Iowa, legally described as:

Parcel "E" located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, being the South $\frac{1}{2}$ of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, as shown by the Plat of Survey certified December 13, 2017 and recorded December 19, 2017 in the Madison County Recorder's Office in Book 2017 at Page 3966.

(Hereinafter referred to as "Burdened Parcel".)

WHEREAS, Grantee is the owner of certain real estate located in Madison County, Iowa, legally described as:

Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

(Hereinafter referred to as "Benefitted Parcel".)

WHEREAS, the parties have agreed that Grantor shall grant to Grantee an ingress and egress easement over that portion of the Burdened Parcel described as follows:

The East Forty Feet (40') of the South Three Hundred Fifty Feet (350') of Parcel "E" located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, being the South $\frac{1}{2}$ of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, as shown by the Plat of Survey certified December 13, 2017 and recorded December 19, 2017 in the Madison County Recorder's Office in Book 2017 at Page 3966.

(Hereinafter referred to as the "Easement Area".)

to allow Grantees to have non-exclusive use of the Easement Area to provide access to and from the Benefitted Parcel; and,

WHEREAS, Grantor and Grantees desire to set forth in writing their agreement concerning the creation of an ingress/egress easement providing access to and from Benefitted Parcel by means

of the Easement Area and the allocation of responsibilities in connection with such Easement Area.

IT IS THEREFORE MUTUALLY AGREED:

1. Grant of Ingress/Egress Easement. The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record as of the date of this Easement, it is the owner of the above described Burdened Parcel and has full right and authority to validly grant this Easement. Grantor hereby grants to Grantees a permanent, perpetual and non-exclusive ingress/egress easement for the purposes of access for Grantees to the Benefitted Parcel upon, over and across the Easement Area for the benefit of Grantees and their tenants, employees, agents, customers and invitees.

2. Reserved Rights. Grantor hereby reserves and retains all other property rights in and to the Easement Area, subject at all times to this Easement. The Grantor covenants that no act will be permitted within the Easement Area which is inconsistent with the rights hereby granted; and, that no buildings or structures or other improvements will be erected upon the Easement Area.

3. Uses. Grantor and Grantees agree that the Easement Area shall be used to provide access for Grantee from Woodland Lane to the Benefitted Parcel for the benefit of Grantee and its tenants, employees, agents, customers and invitees. The parties expressly agree that the Easement Area shall be used to provide access to the agricultural land located within the Benefitted Parcel but shall not be used to support residential development of the Benefitted Parcel.

4. No Obstructions. Neither party nor their respective tenants, agents, employees, or invitees shall obstruct the Easement Area in such a manner as to unreasonably restrict the parties' access to the Easement Area. Grantee is given the right to remove from the Easement Area any obstruction, including trees, limbs, brush, structures of any kind or other obstructions whenever in its judgment such will interfere with the use of the Easement Area as access to the Grantee's real estate described herein as the Benefitted Parcel. Grantee further agrees not to fence-in the easement area; and, not to change or disturb the grade, elevation or contour of the Easement Area.

5. Perpetual Easement. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as owners of the Burdened Parcel and the Benefitted Parcel, and shall be appurtenant to such Parcels and shall run with the land and constitute a burden and benefit upon such Parcels as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective as of the date and year first above written.

Grantor:
ESTATE OF JANET A. SCHISSEL



Mark R. Schissel, Executor

Grantee:
ROBERT J. LYNCH FAMILY TRUST



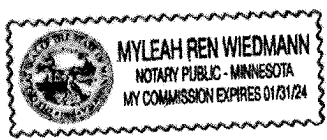
Ryan Lynch, Co-Trustee

Mark Schissel
Mark Schissel, Co-Trustee

STATE OF Minnesota :

Dakota COUNTY :
:SS

On this 1st day of September, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark R. Schissel as Executor of the Estate of Janet A. Schissel.

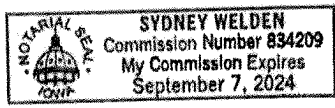


Myleah Ren Wiedmann
Notary Public in and for the State of Minnesota

STATE OF IOWA :

Polk COUNTY :
:SS

On this 6 day of September, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Lynch as Co-Trustee of the Robert J. Lynch Family Trust.

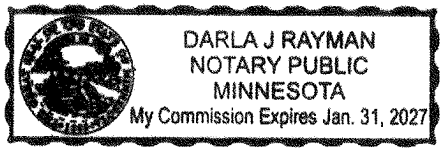


Sydney Welden
Notary Public in and for the State of Iowa

STATE OF Minnesota :

Dakota COUNTY :
:SS

On this 9th day of September, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Schissel as Co-Trustee of the Robert J. Lynch Family Trust.



Darla J Rayman
Notary Public in and for the State of MINNESOTA