

Document 2006 4002

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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COPY	✓

SATC Return to and Prepared By: Kristine Corcoran Frye, 520 - 35th Street, Des Moines, Iowa 50312 (515)274-3800

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of September, 2006, by and between Leon W. Purscell and Joy R. Purscell, hereinafter referred to as the party of the first part, and Myrtle E. Allen Trust, Contract Seller, and Lester O. Purscell and Jean M. Purscell, Contract Buyer, hereinafter referred to as the party of the second part;

WHEREAS, the above party of the first part is the owner of certain real estate located in Madison County, Iowa, and legally described as follows, to-wit:

Parcel "A" being part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Nine (9), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Northwest Corner of said Northeast Quarter (1/4) of the Northwest Quarter (1/4); thence North 90° 00'00" East, along the North line thereof, 411.93 feet to the Point of Beginning; thence continuing North 90° 00'00" East, 270.00 feet; thence South 00° 00'00" East, 217.50 feet; thence North 90° 00'00" East, 60.00 feet; thence South 00° 00'00" East, 217.50 feet; thence North 90° 00'00" West, 330.00 feet; thence North 00° 00'00" East, 435.00 feet to the Point of Beginning, containing 3.00 Acres including 0.20 Acres of County Road right-of-way.

WHEREAS, the above named party of the second part is the owner of the real estate legally described as follows:

Parcel "B" being part of the NE ¼ of the NW ¼ of Section 9, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the NW Corner of said NE ¼ of the NW ¼; thence N 90°00'00" E,

along the North line thereof, 681.93 feet to the point of beginning; thence continuing N 90°00'00" E, 330.00 feet; thence S 00°00'00" E, 435.00 feet; thence N 90°00'00" W, 270.00 feet, thence N 00°00'00" E, 217.50 feet; thence S 90°00'00" W, 60.00 feet; thence N 00°00'00" E, 217.50 feet to the point of beginning, containing 3.00 Acres including 0.25 Acres of County Road right-of-way.

WHEREAS, the parties desire to establish a 40' driveway easement between the two properties, Parcel A, locally known as 1852 – 168th Street, Earlham, Iowa, owned by the party of the first part and Parcel B, locally known as 1854 – 168th Street, Earlham, Iowa, owned by the party of the second part. Also, the parties desire to establish a well easement between the two properties to be in effect only until Parcel A, locally known as 1852 – 168th Street, Earlham, Iowa, owned by the party of the first part is hooked up to rural water.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the party of the second part does hereby give, grant, and convey unto the party of the first part, their heirs, successors and assigns, an driveway easement over, along and through that portion of the property legally described above and owned by the party of the second part, and a well easement to be in effect only until 1852 – 168th Street, Earlham, Iowa, is hooked up to rural water.

IT IS MUTUALLY AGREED by and between the parties hereto:

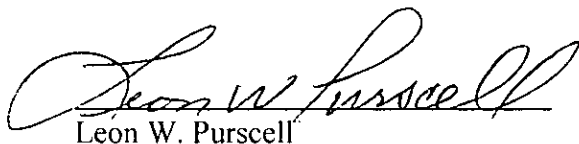
1. That the driveway easement created over the portion of the real estate in the preceding paragraphs owned by the party of the second part is for the purpose of permitting the party of the first part to continue utilizing that portion of the property of the first part over which the driveway easement and well easement currently encroaches, and to allow the party of the first part access to ongoing maintenance and repair and use of said driveway easement and well

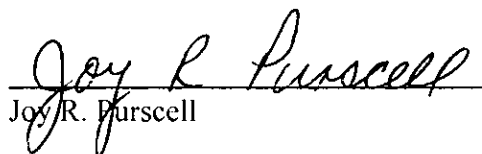
easement as it currently exists. Party of the second part agrees, within a reasonable time, to use all reasonable means to restore the real estate subject to this agreement to its prior condition.

2. That this instrument shall be deemed to be a covenant running with the title to the premises legally described herein and shall be binding upon the parties hereto, as well as upon their heirs, successors and interests or assigns and provided, however, that this Easement Agreement may be released at any time by an appropriate written agreement expressly for that purpose entered into by and between the parties, their heirs, successors, and interests or assigns.

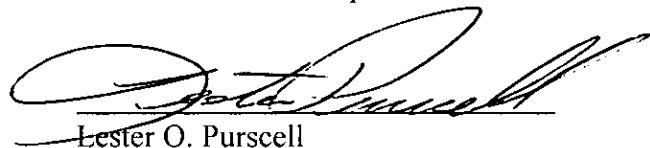
IN WITNESS WHEREOF, the parties herein have executed this Easement Agreement the day and year first above written.

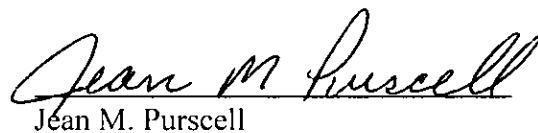
Parties of the first part:


Leon W. Purscell


Joy R. Purscell

Parties of the second part:


Lester O. Purscell


Jean M. Purscell

Myrtle E. Allen, Trustee of the Myrtle E.
Allen Trust

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 14 day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, Leon W. Purscell and Joy R. Purscell, husband and wife, known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary acts and deeds.

Notary Public in and for said County and State



12-9-09

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 14 day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, Lester O. Purscell and Jean M. Purscell, husband and wife, known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary acts and deeds.

Notary Public in and for said County and State



12-9-09

STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, Myrtle E. Allen, Trustee of the Myrtle E. Allen Trust, known to be the identical person named herein and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary acts and deeds.

Notary Public in and for said County and State

easement as it currently exists. Party of the second part agrees, within a reasonable time, to use all reasonable means to restore the real estate subject to this agreement to its prior condition.

2. That this instrument shall be deemed to be a covenant running with the title to the premises legally described herein and shall be binding upon the parties hereto, as well as upon their heirs, successors and interests or assigns and provided, however, that this Easement Agreement may be released at any time by an appropriate written agreement expressly for that purpose entered into by and between the parties, their heirs, successors, and interests or assigns.

IN WITNESS WHEREOF, the parties herein have executed this Easement Agreement the day and year first above written.

Parties of the first part:

Leon W. Purscell

Joy R. Purscell

Parties of the second part:

Lester O. Purscell

Jean M. Purscell

Myrtle E. Allen, Trustee of
Marcia L. Anderson
Myrtle E. Allen, Trustee of the Myrtle E.
Allen Trust

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this _____ day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, Leon W. Purscell and Joy R. Purscell, husband and wife, known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary acts and deeds.

Notary Public in and for said County and State

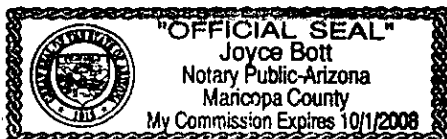
STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this _____ day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, Lester O. Purscell and Jean M. Purscell, husband and wife, known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary acts and deeds.

Notary Public in and for said County and State

STATE OF ARIZONA)
)ss:
COUNTY OF MARICOPA)

On this 14th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, Myrtle E. Allen, Trustee of the Myrtle E. Allen Trust, known to be the identical person named herein and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary acts and deeds.



Joyce Bott
Notary Public in and for said County and State