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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

## DRIVEWAY EASEMENT AGREEMENT

### Recorder's Cover Sheet

✓ **Preparer Information:** William D. Bartine, 666 Walnut, Suite 2000, Des Moines, IA  
50309-3989, Phone 515-243-7100

**Taxpayer Information:** N/A

**Return Document To:** Preparer

**Grantor:** Judith A. Morris, widow and unremarried

**Grantee:** Jon D. Schreurs and Kristine K. Schreurs

**Legal Description:** See Exhibits A-1 and A-2 and A-3, Pages 6 – 7.

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

## **DRIVEWAY EASEMENT AGREEMENT**

**THIS AGREEMENT** is made and executed this 2<sup>nd</sup> day of April, 2012 by and between **JUDITH A. MORRIS**, widow and unremarried (“Grantor”), and **JON D. SCHREURS AND KRISTINE K. SCHREURS**, husband and wife (“Grantee”).

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain agricultural real estate located in Madison County, Iowa, legally described in Exhibit A-1 attached hereto (the “Burdened Parcel”); and

**WHEREAS**, Grantee is the owner and record titleholder of all of the property described on Exhibit A-2 hereto (the “Benefited Parcel”); and

**WHEREAS**, the parties have agreed that Grantor shall grant to Grantee an ingress/egress easement over that portion of the Burdened Parcel described and depicted in Exhibit A-3 attached hereto (the “Easement Area”), to allow Grantee to have non-exclusive use of a driveway to provide access to and from Old Arrow Lane by means of a driveway within the Easement Area that benefits the Benefited Parcel; and

**WHEREAS**, Grantor and Grantee desire to set forth in writing their agreement concerning the creation of an ingress/egress easement providing access between Old Arrow Lane Avenue and the Benefited Parcel by means of the Easement Area and the allocation of responsibilities in connection with the maintenance, repair, and replacement of such driveway.

### **IT IS THEREFORE MUTUALLY AGREED:**

1. Grant of Ingress/Egress Easement. Grantor hereby grants to Grantee a permanent, perpetual, and non-exclusive ingress/egress easement for the purposes of operating, maintaining, repairing, and replacing a driveway that will provide access for farm equipment and other agricultural implements between Old Arrow Lane and the Benefited Parcel, and ancillary uses such as hunting and fishing, upon, over, and across the Easement Area described and depicted in Exhibit A-3 for the benefit of Grantee and its tenants, employees, agents, customers, and invitees.

2. Reserved Rights. Grantor hereby reserves and retains all other property rights in and to the areas subject to the Easement Area, subject at all time to this Easement.

3. Agricultural Uses. Grantor and Grantee agree that the driveway in the Easement Area shall be used primarily for agricultural farming uses including, without limitation, the movement of farm vehicles and equipment over and across the Easement Area, and for ancillary uses, such as for hunting and fishing. The parties expressly agree that the Easement Area shall not be used to support significant residential development or other non-agricultural uses (other than ancillary uses such as hunting and fishing) of either the Burdened Property or the Benefited Property, but nothing contained herein shall prohibit Grantee from using the Easement Area to provide access to a personal residence constructed or placed upon the Benefited Parcel.

4. Maintenance, Repair, and Replacement of the Access Driveway. Subject to Section 5 hereof, Grantee shall maintain, repair and replace the access driveway from the gateway at the south end of the homestead and building site to the intersection of the Easement Area with the Benefited Parcel in the manner shown on Exhibit A-3, in accordance with sound agricultural practices, and shall cause all work performed in connection therewith to be accomplished with care and in a timely and good and workmanlike manner. Grantee shall construct no improvements in the Easement Area other than the access driveway. Grantee shall not construct a fence or other enclosure along the southern boundary of the Easement Area.

5. Access Gate. Grantor and Grantee acknowledge and agree that access to the Easement Area from the south end of the homestead and building site is provided by means of various gates, which may be locked from time to time, such gates to be maintained by Grantor at her expense. Grantor and Grantee agree to cooperate in keeping these gates locked at all agreed times and by all parties hereto, and Grantor will provide the Grantee and their farm tenant(s) with working keys or combination to the lock(s) on such gates.

6. 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 for farming, agricultural, and ancillary purposes.

7. Binding Agreement. 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 Benefited Parcel, and shall be appurtenant to such Parcels and shall run with the land and constitute a burden and a benefit upon such Parcels as set forth herein.

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

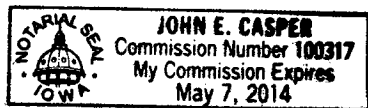
**GRANTOR:**

By: Judith A. Morris  
Judith A. Morris

STATE OF IOWA, COUNTY OF MADISON, SS:

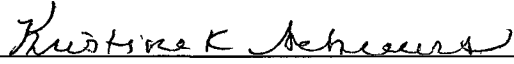
Subscribed and sworn to before me this 2<sup>nd</sup> day of April, 2012, by Judith A. Morris, widow and unremarried.

John E. Casper  
Notary Public



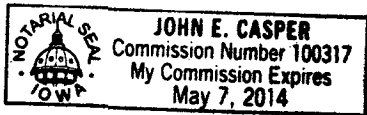
**GRANTEE:**

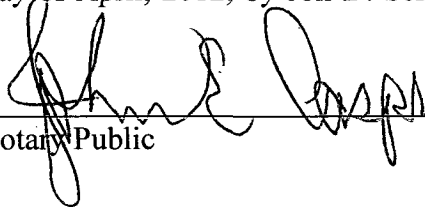
By:   
Jon D. Schreurs

By:   
Kristine K. Schreurs

STATE OF IOWA, COUNTY OF MADISON, SS:

Subscribed and sworn to before me this 2<sup>nd</sup> day of April, 2012, by Jon D. Schreurs and Kristine K. Schreurs, husband and wife.



  
Notary Public

MORTGAGEE'S CONSENT

The undersigned, Union State Bank, the holder of certain mortgages encumbering the Burdened Parcel and the Easement Area, does hereby consent to the within and foregoing Driveway Easement Agreement.

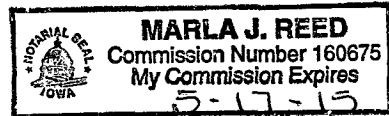
UNION STATE BANK, a banking corporation

By: Jeffrey J. Nolan Pres  
Jeffrey J. Nolan, President

STATE OF IOWA, COUNTY OF MADISON, SS:

Subscribed and sworn to before me this 3rd day of April, 2012, by Jeffrey J. Nolan as President of Union State Bank.

Marla J. Reed  
Notary Public



**EXHIBIT A-1**  
**BURDENED PARCEL**

The West One-half of the Northeast Quarter ( $W \frac{1}{2} N \frac{1}{4}$ ) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

**EXHIBIT A-2**  
**BENEFITED PARCEL**

The Southeast Quarter of the Northwest Quarter ( $SE \frac{1}{4} NW \frac{1}{4}$ ) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

**EXHIBIT A-3**  
**EASEMENT AREA**  
**AND**  
**EASEMENT DEPICTION**

A 40.00 easement for ingress/egress cross a portion of the West ½ of the Northeast ¼ (W½ NE¼) of Said Section 16, Township 74 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa. Said easement more particularly described as follows:

All that land lying 40.00' Southerly of an existing fenceline described as Beginning at a point that is N00°14'38" E a distance of 620.47' from the Center of said Section 16; thence N85°23'55"E, along said fenceline, 1052.33'; thence N89°41'57"E, along said fenceline, 152.50' to a point 40' West of an existing fence corner post; thence N01°38'48"E, a distance of 40.02'; thence N89°24'57"E, a distance of 130.71' to an existing fence corner post and the Point of Termination of said easement.