

BK: 2018 PG: 1304
Recorded: 4/27/2018 at 8:13:41.0 AM
Fee Amount: \$42.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INGRESS/EGRESS EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Dustin H. Noble, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Taxpayer Information: (name and complete address)

Doug Jones, 2846 260th St., St. Charles, IA 50240

Return Document To: (name and complete address)

Dustin H. Noble, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Grantors:

Brookhart Rentals, LLC

Grantees:

Doug Jones, 2846 260th St., St. Charles, IA 50240

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

INGRESS/EGRESS EASEMENT

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **EXCEPT** Parcel "A" as shown in Plat of Survey filed in Book 3, Page 519 on December 8, 1999 in the Office of the Recorder of Madison County, Iowa,

AND

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) lying South of the Public Highway, all in Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **INCLUDING** Lot Two (2) of Sanburg Subdivision located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **EXCEPT** Lot One (1) of Sanburg Subdivision located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **AND EXCEPT** Parcel "B", located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 9.11 acres, as shown in Plat of Survey filed in Book 2001, Page 3682 on August 20, 2001, in the Office of the Recorder of Madison County, Iowa.

Brookhart Rentals, LLC ("Grantor") and Doug Jones ("Grantee") have agreed, for one dollar and other valuable consideration, for Grantee to be able to access Grantor's property for the sole purpose of utilizing Grantor's property to gain access to Grantee's property. The parties have reduced their agreement to writing as follows:

Whereas, Grantee owns certain real property legally described as: Parcel "A" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 13.008 acres as shown in Plat of Survey filed in Book 3, Page 519 on December 8, 1999 in the Office of the Recorder of Madison County, Iowa;

Whereas, Grantor owns real property legally described as:

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **EXCEPT** Parcel "A" as shown in Plat of Survey filed in Book 3, Page 519 on December 8, 1999 in the Office of the Recorder of Madison County, Iowa,

AND

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) lying South of the Public Highway, all in Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **INCLUDING** Lot Two (2) of Sanburg Subdivision located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **EXCEPT** Lot One (1) of Sanburg Subdivision located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **AND EXCEPT** Parcel "B", located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 9.11 acres, as shown in Plat of Survey filed in Book 2001, Page 3682 on August 20, 2001, in the Office of the Recorder of Madison County, Iowa.

Whereas, Grantor, as owner of the above-described property, benefits from an ingress/egress easement which encompasses a portion of the East Half (E ½) of the West Half (W ½) of the Northwest Quarter (NW ¼) lying South of the Public Highway, all in Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa. Said ingress/egress easement can be found and was recorded in Paragraph 1 and Exhibit A of "Amendments to Declaration of Covenants, Conditions and Restrictions for Valley View Estates" filed December 12, 2008 and recorded in Book 2008 Page 3584 in the Office of the Recorder of Madison County, Iowa.

Whereas, a current private drive sits on Grantor's property that is shown in the in the attached aerial which will serve Grantee's property as an ingress and egress easement area (hereinafter referred to as "Easement Area");

The parties have reduced their agreement to writing and state as follows:

1. Grantee owns real property legally described as Parcel "A" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 13.008 acres as shown in Plat of Survey filed in Book 3, Page 519 on December 8, 1999 in the Office of the Recorder of Madison County, Iowa;

2. Grantor owns real property legally described as:

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **EXCEPT** Parcel "A" as shown in Plat of Survey filed in Book 3, Page 519 on December 8, 1999 in the Office of the Recorder of Madison County, Iowa,

AND

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) lying South of the Public Highway, all in Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **INCLUDING** Lot Two (2) of Sanburg Subdivision located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **EXCEPT** Lot One (1) of Sanburg Subdivision located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **AND EXCEPT** Parcel "B", located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 9.11 acres, as shown in Plat of Survey filed in Book 2001, Page 3682 on August 20, 2001, in the Office of the Recorder of Madison County, Iowa.

3. Grantor also benefits from an ingress/egress easement which encompasses a portion of the East Half (E ½) of the West Half (W ½) of the Northwest Quarter (NW ¼) lying South of the Public Highway, all in Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

4. Grantor hereby grants to Grantee a nonexclusive thirty-three-foot (33) wide ingress and egress easement over the Easement Area, the centerline of which is shown in the attachment for the purpose of accessing Grantee's property described above.

5. Grantor and Grantee shall share in the responsibility for maintenance and upkeep of said Easement Area.

6. Grantor shall keep the Easement Area free of obstructions that would prevent Grantee from accessing said Easement Area.

7. Grantor and Grantee acknowledge and understand that this easement shall run with the land and as such benefit and burden both the Grantor's and Grantee's assigns and/or successors in interest.

8. Attached hereto is a map that shows the location of the Easement Area.

9. Miscellaneous.

a. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

b. This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties hereto.

- c. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

Dated: April 10, 2018

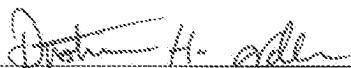
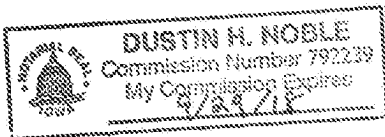
GRANTOR
Brookhart Rentals, LLC



William Brookhart, Manager/Member

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me this 10th day of April, 2018 by William Brookhart, as Member/Manager of Brookhart Rentals, LLC.


Signature of Notary Public

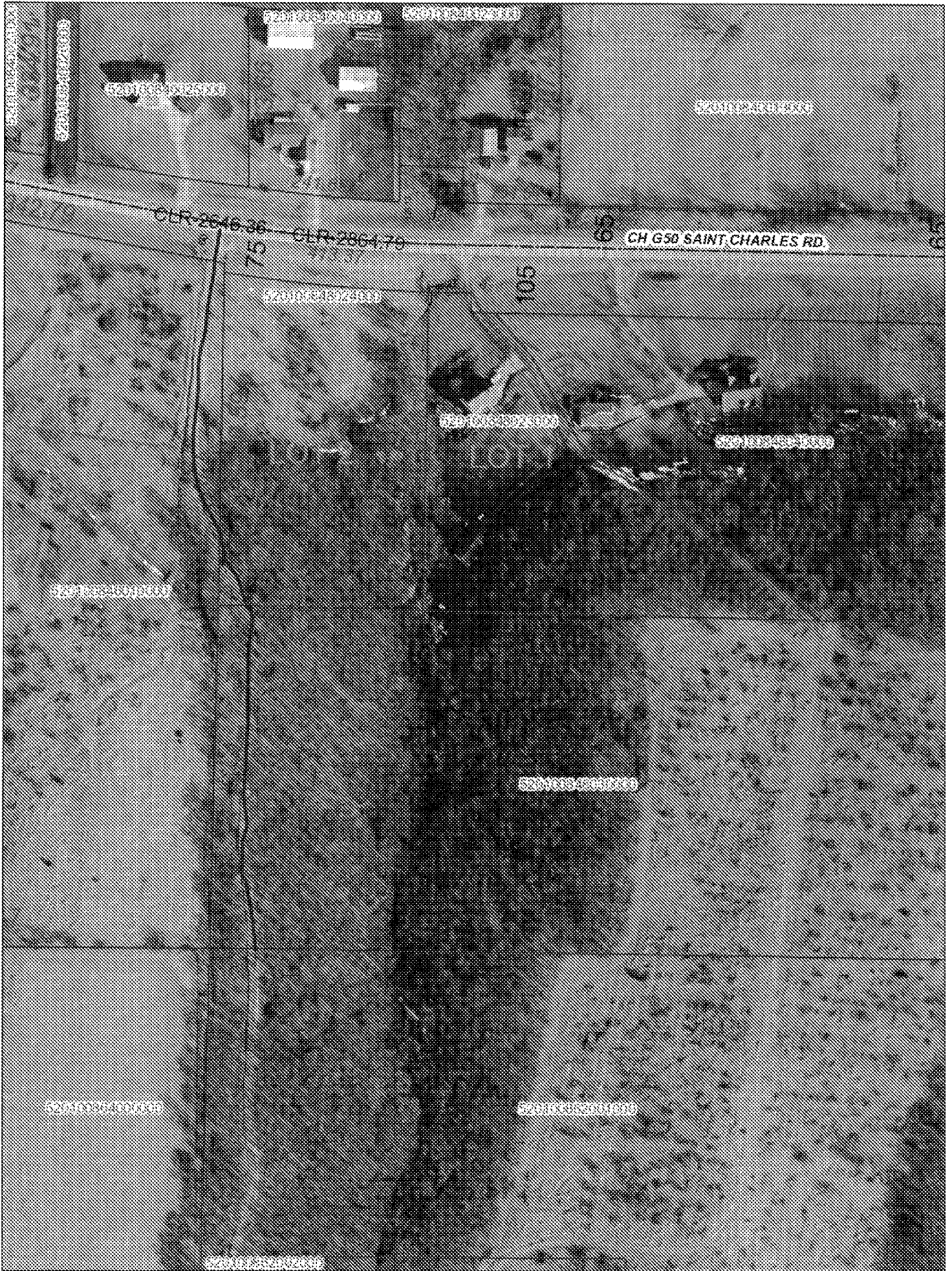
GRANTEE

Doug Jones

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me this _____ day of _____, 2018 by
Doug Jones.

Signature of Notary Public



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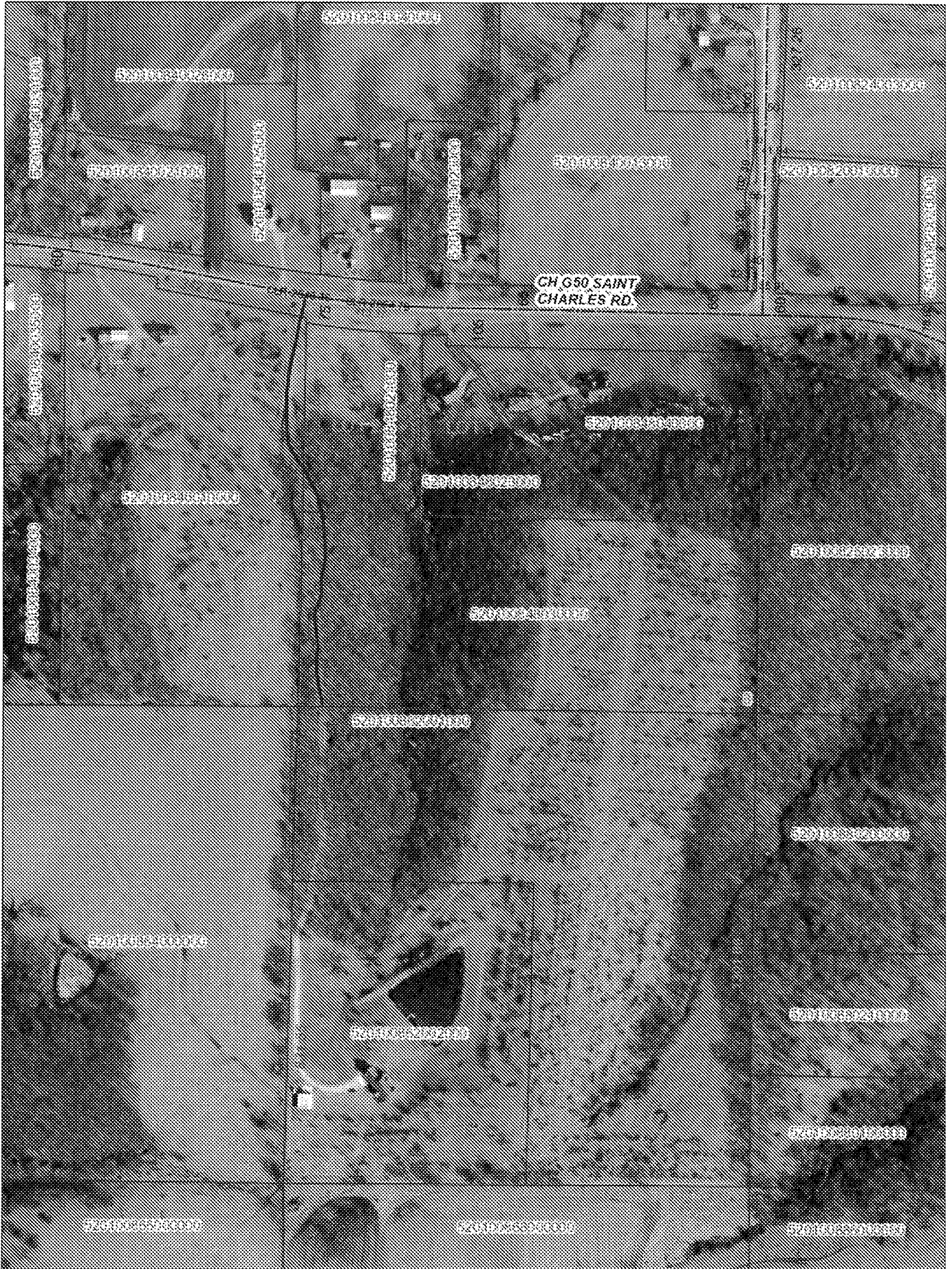
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