



Document 2018 3660

Book 2018 Page 3660 Type 06 001 Pages 5  
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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

11

Prepared by/Return to: Kirsten N. Arnold, P.O. Box 627, Cedar Falls, IA 50613 319-277-6830

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into by and between Justin D. Lewis and Jessica L. Lewis, husband and wife (collectively, "Lewis") and Troy Porter and Jenna Porter, husband and wife, and Fred Richtsmeier and Janie Richtsmeier, husband and wife (collectively, "Porter-Richtsmeier").

WHEREAS, Lewis are the owners of certain real estate legally described as **Lot Six (6) of Kenoyer's Cherry Creek Estates Subdivision, located in the South Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa** (hereinafter "Lewis Property"); and

WHEREAS, Porter-Richtsmeiers are the owners of certain real estate legally described as **Lot Five (5) of Kenoyer's Cherry Creek Estates Subdivision, located in the South Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa** (hereinafter "Porter-Richtsmeier Property"); and

WHEREAS, the Lewis Property is located to the east of the Porter-Richtsmeier Property; and

WHEREAS, the plat of the addition in which Lewis Property and Porter-Richtsmeier Property are located showed a "proposed" access easement over Lewis Property to access Porter-Richtsmeier Property, but said proposed easement was never finalized and recorded; and

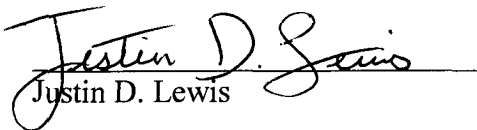
WHEREAS, the parties wish to formalize the grant of an easement over a portion of the Lewis Property for use as a driveway for ingress and egress and for utilities to Porter-Richtsmeier Property.

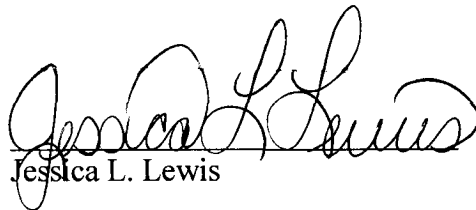
NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Easement.** Lewis hereby grant to Porter-Richtsmeier an easement for ingress and egress, and for utility purposes, forty (40) feet in width, over Lewis Property, in the location as shown on the Amended Final Plat of Cherry Creek Estates subdivision, filed November 6, 2017, as Document No. 2017 3482 in the office of the Madison County

Recorder. A ~~portion of said Amended Plat~~ Plat showing the easement location is attached hereto as Exhibit "A". ("Easement Area").

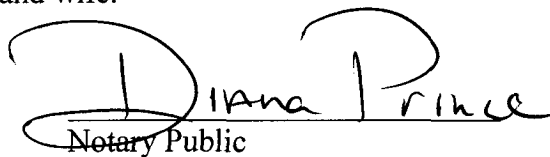
2. **Use of Easement Area.** Each of the parties, along with their guests, invitees, and licensees, shall have the right to use the Easement Area for ingress and egress and for utility purposes as provided in Paragraph 1 hereof. The rights granted under this Agreement are nonexclusive, and each party also shall have the right to use the Easement Area; however, no such use shall unreasonably interfere with the other party's use of the Easement Area. Neither party hereto shall so use or leave anything on the Easement Area so as to prevent the free and uninterrupted use of the Easement Area by the other party.
3. **Maintenance.** Porter-Richtsmeiers shall have responsibility to maintain and repair the Easement Area as needed, including but not limited to grading, gravel, snow removal, and other maintenance required for use of said Easement Area. Notwithstanding the foregoing, any party intentionally or negligently causing damage to the Easement Area (whether personally or by their guests, invitees, or licensees) shall be wholly responsible for any such damage.
4. **Running of Benefit and Burdens.** All the provisions of this agreement, including the benefits and burdens, run with the land and are binding on the heirs, assigns, and successors of the parties.
5. **Miscellaneous.**
  - a. This Agreement shall be constructed, 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.

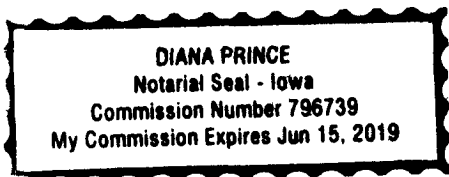
  
Justin D. Lewis

  
Jessica L. Lewis

STATE OF IOWA )  
COUNTY OF Polk ) ss.

This record was acknowledged before me on this 2<sup>nd</sup> day of November, 2018, by Justin D. Lewis and Jessica L. Lewis, husband and wife.

  
Notary Public



Troy Porter  
Troy Porter

Jenna Porter  
Jenna Porter

STATE OF IOWA )  
COUNTY OF Polk ) ss.

This record was acknowledged before me on this 16<sup>th</sup> day of October, 2018, by Troy Porter and Jenna Porter, husband and wife.



[Signature]  
Notary Public

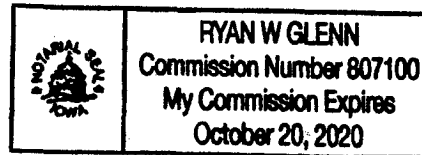
Fred Richtsmeier  
Fred Richtsmeier

Janie Richtsmeier  
Janie Richtsmeier

STATE OF IOWA )  
COUNTY OF Polk ) ss.

This record was acknowledged before me on this 11<sup>th</sup> day of October, 2018, by Fred Richtsmeier and Janie Richtsmeier, husband and wife.

[Signature]  
Notary Public



**PREPARED FOR:**  
 TROY & JENNA PORTER, ETAL  
 3121 JEPSEN ROAD  
 CEDAR RAPIDS, IA 50613

**PROPERTY OWNERS:**  
 JUSTIN D. & JESSICA L. LEWIS  
 1183 WARREN AVENUE  
 CUMMING, IA 50061

**EXHIBIT 'A'  
 PRIVATE  
 INGRESS/EGRESS  
 EASEMENT EXHIBIT  
 1183 WARREN AVENUE  
 CUMMING, IA 50061**

**LEGAL DESCRIPTION: PROPERTY**

(WARRANTY DEED BOOK 2018, PAGE 1363)

LOT 6, KENOYER'S CHERRY CREEK ESTATES, AN AMENDED OFFICIAL PLAT RECORDED IN BOOK 2017, PAGE 3482 AT THE MADISON COUNTY RECORDER'S OFFICE, MADISON COUNTY, IOWA

**LEGAL DESCRIPTION - PRIVATE INGRESS-EGRESS EASEMENT**



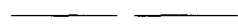



A PRIVATE INGRESS/EGRESS EASEMENT IN LOT 6, KENOYER'S CHERRY CREEK ESTATES, AN AMENDED OFFICIAL PLAT RECORDED IN BOOK 2017, PAGE 3482 AT THE MADISON COUNTY RECORDER'S OFFICE, MADISON COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SE CORNER OF SAID LOT 6; THENCE N00°03'08"W, 84.17 FEET ALONG THE EAST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING; THENCE S68°00'00"W, 240.19 FEET TO A POINT; THENCE S58°00'00"W, 102.68 FEET TO A POINT; THENCE S83°00'00"W, 172.51 FEET TO A POINT; THENCE S72°00'00"W, 235.96 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, SAID POINT BEING 59.99 FEET NORTH OF THE SW CORNER OF SAID LOT 6; THENCE N00°03'08"W, 42.05 FEET ALONG THE WEST LINE OF SAID LOT 6 TO A POINT; THENCE N72°00'00"E, 226.85 FEET TO A POINT ; THENCE N83°00'00"E, 167.49 FEET TO A POINT; THENCE N58°00'00"E, 97.32 FEET TO A POINT; THENCE N68°00'00"E, 259.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00°03'08"E, 43.13 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

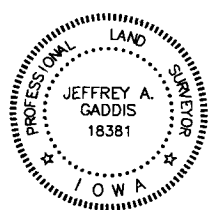
**NOTES**

1. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PROVIDED TO THIS SURVEYOR.

**LEGEND**

	PROPOSED EASEMENT LINES
	LOT LINES
	EASEMENT LINES
	FOUND PROPERTY CORNER
	SET 3/8" I.R. W/BBLUE CAP #18381
I.P.	IRON PIPE
I.R.	IRON ROD
P.O.B.	POINT OF BEGINNING
M.	MEASURED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
	ADDRESS

**CERTIFICATION**

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. October 23, 2018 JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018 PAGES OR SHEETS COVERED BY THIS SEAL:
	SHEETS 1 - 2



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322  
 515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

NORTH



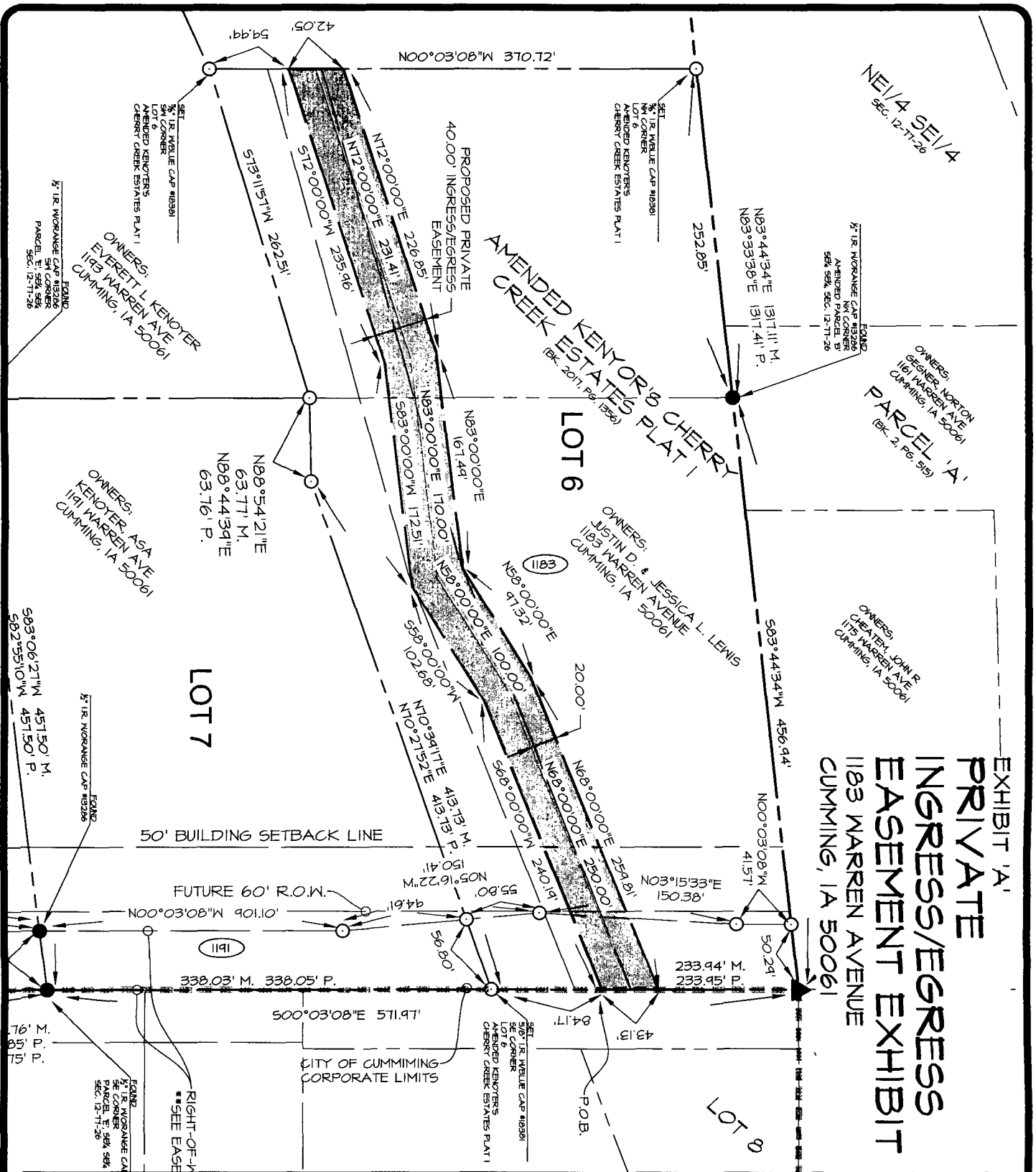
SHEET

1

OF 2

A-1765

DATE: October 23, 2018  
 DESIGNED BY: ARP  
 DRAWN BY: JAG



**EXHIBIT 'A'**  
**PRIVATE**  
**INGRESS/EGRESS**  
**EASEMENT EXHIBIT**  
 1183 WAREN AVENUE  
 CUMMING, GA 30061

**CEC**

Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322  
 515.276.4884 . Fax: 515.276.7084 . mail@ceclic.com

SCALE: 1"=100'



NORTH



SHEET

2

OF 2

A-1765

DATE: October 23, 2018  
 DESIGNED BY: ARP  
 DRAWN BY: JAG