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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

DRIVEWAY EASEMENT AGREEMENT

Recorder's Cover Sheet

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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

DCP58235

Taxpayer Information: (name and complete address)

Return Document To: (name and complete address)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Aaron Tucker

Grantees:

John C. Shaw

Legal Description: See Page -2-

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

DRIVEWAY EASEMENT AGREEMENT

THIS AGREEMENT is made and executed this ____ day of May 2019 by and between Aaron Tucker, a single person, and John C. Shaw, a single person.

WITNESSETH:

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

The East Sixty (60) feet of Lot Three (3) in Block Twenty (20) of the Original Town of Winterset, Madison County, Iowa, and,

WHEREAS, John C. Shaw is the owner of certain real estate located in Madison County, Iowa, legally described as:

Lot Two (2) in Block Twenty (20) of the Original Town of Winterset, Madison County, Iowa.

WHEREAS, the parties have agreed that they shall grant one another a mutual ingress/egress easement over that portion of the their respective parcels of real estate described as follows:

Commencing at a point Twenty-three (23) feet North of the Southwest Corner of Lot Two (2) in Block Twenty (20) of the Original Town of Winterset, Madison County, Iowa, thence continuing in a northerly direction One Hundred Eleven (111) feet along the east edge of the existing driveway, thence continuing West Ten (10) feet, thence continuing south One Hundred Eleven (111) feet, thence continuing East to the point of beginning (hereinafter referred to as the "Easement Area");

to allow the parties to have non-exclusive use of a driveway to provide access to and from their respective properties by means of a driveway within the Easement Area that benefits both properties; and,

WHEREAS, the parties desire to set forth in writing their agreement concerning the creation of an ingress/egress easement providing access to their respective properties by means of the Easement Area.

IT IS THEREFORE MUTUALLY AGREED:

1. Grant of Ingress/Egress Easement. The parties hereby mutually grant to one another a permanent, perpetual and non-exclusive ingress/egress easement for the purposes of using, maintaining, repairing and replacing a driveway that will provide access for both parties, their tenants, employees, agents, customers and invitees to their respective properties.

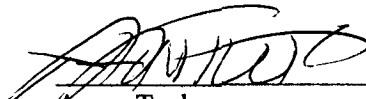
2. **Reserved Rights.** The parties each hereby reserve and retain all other property rights in and to the area subject to the Easement Area, subject at all times to this Easement.

3. **Uses.** The parties agree that the driveway in the Easement Area shall be used to provide access to their respective properties for the benefit of the parties' and their tenants, employees, agents, customers and invitees.

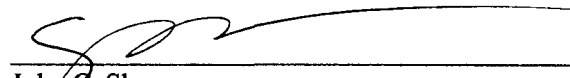
4. **No Obstructions.** Neither party nor their respective tenants, agents, employees, or invitees shall obstruct the Easement Area in such a manner as to unreasonably restrict the parties' access to the Easement Area.

5. The terms of this Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective successors and assigns as owners of the above described parcels of real estate 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 Driveway Easement effective as of the date and year first above written.



Aaron Tucker

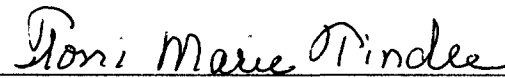


John C. Shaw

STATE OF IOWA, MADISON COUNTY, ss:

On this 11 day of May 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Tucker to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

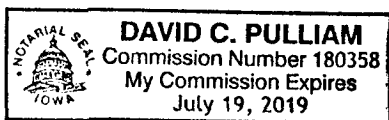


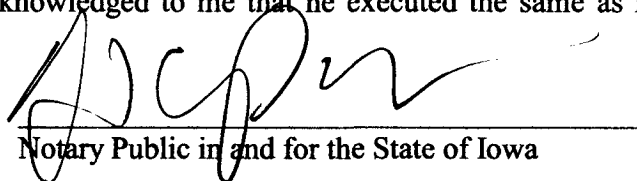


Notary Public in and for the State of Iowa

STATE OF IOWA, Polk COUNTY, ss:

On this 15 day of May 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared John C. Shaw to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.





Notary Public in and for the State of Iowa