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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

✓ Prepared by and return to: Justin E. Hayes, Wasker, Dorr, Wimmer & Marcouiller P.C., 4201 Westown Parkway, Suite 250, West Des Moines, (515) 283-1801  
P2202801

Re: Parcel "N" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4 ) of Section Fifteen (15), containing 13.54 acres, more or less; AND Parcel "N" located in the South Half (1/2) of the Northeast Quarter (1/4) of Section Sixteen (16), containing 80.08 acres, more or less, ALL in Township Seventy-five( 75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, both parcels as shown in Plat of Survey filed in Book 2017, Page 3167 on October 6, 2017, in the Office of the Records of Madison County, Iowa; and

Parcel "P" being a part of Parcel "N" filed in Book 2017 Page 3167 of the Madison County Recorder's Office, located in the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest Corner of the SW ¼ of the NE ¼ of said Section 16, thence North 85°58'26" East, along the North line of the SW ¼ of the NE ¼ of said Section 16, a distance of 437.03 feet; thence South 00°04'36" East, a distance of 465.48 feet; thence South 85°58'26" West, a distance of 437.03 feet, to a point on the West line of the SW ¼ of the NE ¼ of said Section 16; thence North 00°04'36" West, along the West line of the SW ¼ of the NE ¼ of said Section 16, a distance of 465.48 feet to the Point of Beginning, and containing 4.66 acres of land, more or less Including 0.21 acres of road easement.

### DRIVEWAY ACCESS EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT is entered into on this 16 day of JUNE, 2022, by and between Ronald Lind and Colleen Kennedy, husband and wife (**hereinafter "Grantors"**), the owner of the following described real estate:

Parcel "N" located in the Southwest Quarter (1/4) of the Northwest Quarter (1/4 ) of Section Fifteen (15), containing 13.54 acres, more or less; AND Parcel "N" located in the South Half (1/2) of the Northeast Quarter (1/4) of Section Sixteen (16), containing 80.08 acres, more or less, ALL in Township Seventy-five( 75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, both parcels as shown in Plat of Survey filed in Book 2017, Page 3167 on October 6, 2017, in the Office of the Records of Madison County, Iowa (**hereinafter "Lind Property"**);

And;

The existing driveway, crossing part of Parcel "N" filed in Book 2017 Page 3167 of the Madison County Recorder's Office, located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 16, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows;

Commencing at the Center of said Section 16, thence North 29°38'51" East, a distance of 40.332 feet, to the point of intersection of the Right of Way lines of Upland Lane and Hickory Ridge Road; thence North 00°04'36" West, along the East Right of Way line of Upland Lane, a distance of 262.11 feet to a point on a curve, also being the Point of Beginning; thence along a curve to the left having a radius of 70.00 feet, a delta of 44°41'04", an arc length of 54.59 feet, and a chord which bears North 45°17'06" East, having a chord distance of 53.21 feet to a point on a curve; thence along a curve to the left having a radius of 748.37 feet, a delta of 08°46'08", an arc length of 114.54 feet, and a chord which bears North 13°21'34" East, having a chord distance of 114.42 feet to a point on a curve; thence along a curve to the right having a radius of 5,873.13 feet, a delta of 03°45'34", an arc length of 385.37 feet, and a chord which bears North 16°43'54" East, having a chord distance of 385.30 feet to a point on a curve; thence along a curve to the right having a radius of 142.23 feet, a delta of 37°35'48", an arc length of 93.332 feet, and a chord which bears North 37°53'36" East, having a chord distance of 91.33 feet, to a point of terminus on the South line of Parcel "P" (**hereinafter "the Driveway"**);

And;

James Lee, (**hereinafter "Grantee"**) the titleholder of:

Parcel "P" being a part of Parcel "N" filed in Book 2017, Page 3167 of the Madison County Recorder's Office, located in the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section 16, Township 75 North, Range 26, West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest corner of SW ¼ NE ¼, thence North 85°58'26" East, along the North line of the SW ¼ NE ¼, 437.03 feet; thence South 00°04'36" East, 465.48 feet; thence South 85°58'26" West, 437.03 feet, to a point on the West line of the SW ¼ NE ¼; thence North 00°04'36" West, along the West line of the SW ¼ NE ¼, 465.48 feet to the point of beginning, and containing 4.66 acres of land, more or less, including 0.21 acres of road easement. (**hereinafter "Lee Property"**).

WHEREAS, the driveway utilized by Grantee to gain access to and from their home presently encroaches onto Lind Property; and

WHEREAS, the Grantors have agreed to grant an Easement for driveway purposes which will affect the legally described properties referenced above; and

WHEREAS, the parties now wish to enter into this Driveway Easement Agreement which sets forth the respective rights and obligations of the parties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

1. Description of Easement. The easement area is the "The Driveway" that currently sits on the Lind Property and grants access to the Lee Property as described above and in the Plat of Survey filed in Book 2021 Page 2650 in the Madison County Recorder's office (affixed herein as Exhibit "A"), both parcels located in St. Charles, Madison County, Iowa.

2. Grant of Easement. Grantors hereby grant to Grantee a driveway easement and ingress and egress easement over and across the easement area defined as "The Driveway" for the purpose of Grantee gaining access to Grantee's home.
3. Structures Prohibited. Both parties agree that they will not erect any structures, fences, barriers or vegetation over or within the easement area which would obstruct the use of the easement area for driveway purposes, without the prior written approval of the other party.
4. Change of Grade Prohibited. Both parties agree that they shall not change the grade, elevation, or contour of any part of the joint driveway and easement area without obtaining the prior written consent of the other party.
5. Right of Access. Lind agrees that Lee, as well as guests and invitees of Lee, and all future owners shall have the right of full access and usage over and across the easement area for driveway purposes, to and from Lee's Residence. Lee agrees that Lind, as well as guests and invitees of Lind, and all future owners shall have the right of full access and usage over and across the easement area for driveway purposes, to and from Lind's residence.
6. Easement Benefit. This driveway easement shall be for the benefit of Lee and spouse, owners of the Lee Property as described above, and Lind, owners of the Lind Property as described above, located in St. Charles, Madison County, Iowa.
7. Easement Runs With Land. This easement shall be deemed to run with the land and shall be binding on both parties, their successors and assigns, including all future owners all current and future owners of the Lind Property as described above and the Lee Property as described above, located in St. Charles, Madison County, Iowa, unless terminated by the termination clause referenced below.
8. Maintenance of Joint Driveway. The parties agree that Grantors, and their successors in interest shall be responsible for all repair, maintenance or replacement of the driveway and shall also be responsible for all expenses incurred for the repair, maintenance or replacement of the driveway. Grantors and Grantee, and their successors in interest, shall also be equally responsible for the removal of any snow or ice in the easement area.
9. Property to be Restored. Upon completion of any repair, maintenance, or replacement of the driveway, Grantors and Grantee, and their successors in interest shall restore the driveway and easement area in a good and workmanlike manner to its present condition, including the restoration of all lawns by sodding or seeding.
10. Termination, Modification or Amendment. This agreement may be terminated, modified, or amended at any time, provided such termination, modification, or amendment is in writing and is executed by both parties or their successors in interest. Should Grantors or Grantee sell their property, this easement is terminated in force and effect. Additionally, this easement shall terminate upon the death of either both Grantors or the Grantee.

DATED on the date appearing in the first paragraph hereof.

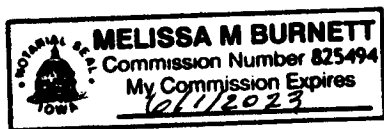
Ronald M Lind  
Ronald M Lind

James Chadwick Lee  
James Chadwick Lee

Colleen Kennedy  
Colleen Kennedy

STATE OF IOWA, COUNTY OF POLK:

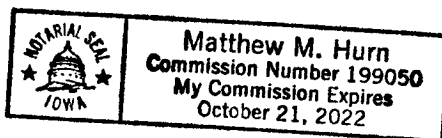
This instrument was acknowledged before me on this 16 day of JUNE, 2022 by Ronald M Lind and Colleen Kennedy, husband and wife.



Melissa M Burnett  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk:

This instrument was acknowledged before me on this 17 day of June, 2022 by James Chadwick Lee.



[Signature]  
Notary Public in and for the State of Iowa