

BK: 2018 PG: 1305
Recorded: 4/27/2018 at 8:13:42.0 AM
Fee Amount: \$27.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INGRESS/EGRESS EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Adam Doll, 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)

Adam Doll, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Grantors:

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

Grantees:

Brookhart Rentals, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

INGRESS/EGRESS EASEMENT

RE: 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.

AND

The Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 8, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A".

Brookhart Rentals, LLC ("Grantee") and Doug Jones ("Grantor") 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, Grantor 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, Grantee owns real property legally described as: The Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 8, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A";

Whereas, a current private drive sits on Grantor's property that is shown in the black dot-lined area 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. Grantor 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. Grantee owns real property legally described as The Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 8, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A";

3. Grantor hereby grants to Grantee a nonexclusive thirty-foot wide ingress and egress easement over the Easement Area, the centerline of which is the black dot-lined area as shown in the attachment for the purpose of accessing Grantee's land shown above.

4. Grantor retains no responsibility for maintenance and upkeep of said Easement Area. Grantee may maintain the Easement Area as necessary at the sole cost of Grantee. This easement is provided to Grantee under the understanding and acknowledgment of Grantee that Grantor shall have no cost of maintenance.

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

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

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

8. 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

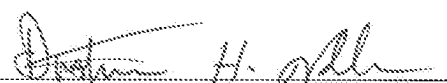
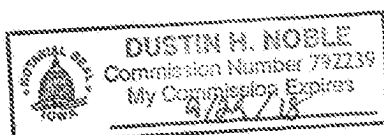
GRANTEE
Brookhart Rentals, LLC



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

GRANTOR

Doug Jones

STATE OF IOWA, COUNTY OF _____

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

Signature of Notary Public

