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Fee Amt: \$27.00 Page 1 of 5  
Scott County Iowa  
Rita A. Vargas Recorder

File **2019-00018448**

Prepared By: Thomas R. Schirman, Jr., 202 N. Second St. Suite A Eldridge, IA 52748

Return To: Thomas R. Schirman, Jr. 202 N. Second St. Suite A Eldridge, IA 52748

### Agreement to Provide Access

For the mutual considerations referenced herein, Susan K. Leander, as Seller and current owner of Lot 3 of the Amended Plat of Great River Hills, Scott County, Iowa, and Steven R. Zelle and Lisa Zelle, jointly as Buyer, as owner or prospective owner of Lot 4 of said subdivision.

1. In the event Seller or Seller's family (herein defined to include Seller, Seller's lineal descendants and their spouses, trusts of the same, and any entity or entities owned in the majority by such persons, solely or jointly) constructs a residence upon Lot 3 of the Amended Final Plat of Great River Hills, Scott County, Iowa or any portion of said Lot 3 retained by Seller after conveyance of any portion of said Lot 3 to Buyer by separate transaction, Buyer shall provide to Seller a permanent and perpetual access easement free and clear of all encumbrances, of a minimum of 25 ft. in width through, over and across Lot 4 of the Amended Final Plat of Great Rivers Hills, Scott County, Iowa (and over and across any portion of said lot 3 acquired by Buyer), from the access driveway serving Lot 4 exiting 277<sup>th</sup> Avenue or from any cul-de-sac derived from said access to 277<sup>th</sup> Avenue to Lot 3 or the remaining portion thereof not acquired by Buyer, for the purpose of providing ingress and egress to a residence, as referenced herein. The specific location of the access easement, which shall be reasonable in location, shall be established at the time Buyer or Buyer's successors in interest commence to plat or subdivide Lot 4 of the Amended Final Plat of Great River Hills, Scott County, Iowa. Said access easement shall be for the personal use and benefit of Seller or Seller's family and successors in interest and shall not constitute public access to Lot 3 of the Amended Final Plat of Great River Hills, Scott County, Iowa (primary access to Lot 3 shall remain off US Highway 67). Said access easement shall also include access to connect to any utility such as electrical, natural gas or the like, as may be applicable, common sewer if applicable or community well if applicable, and cable/internet and for such purposes said easement shall be extended to "under" the easement area, not just "over and across." In the event Seller obtains or any third party acquires ownership of any portion of Lot 3 of the Amended Plat

of Great River Hills, Scott County, Iowa, (the same generally known to the parties as the "Hilltop Portion") the same shall be responsible for a pro-rata share of subdivision road maintenance expenses or road association fees at the time that a single family home is constructed on Lot 3 or the remainder thereof or when a personal access drive is constructed on the referenced 25 ft. easement area. Seller shall not be required to share in the cost of constructing any access road into Lot 4 from 277<sup>th</sup> Avenue or any cul-de-sac forming a part thereof.

2. Buyer agrees to construct and install the access road to Lot 4 from 277<sup>th</sup> Avenue within four years from the date of closing of this transaction, notwithstanding no platting has occurred, and grant the applicable access easement(s) to Seller.

3. Exhibit A attached hereto shall serve as a general guide to the location of the referenced easement but shall not be binding.

4. Until the access easement is granted and the drive constructed as herein referenced, Seller grants Buyer the right to reasonable access over Lot 3 of the Amended Final Plat of Great River Hills, Scott County, Iowa, for the purpose of access to the crop or other land on Lot 4 of the Amended Final Plat of Great River Hills, Scott County, Iowa, as Buyer may reasonably require. Additionally, Buyer may remove trees at Buyer's expense from the rear ravine location of Lot 3, but only by mutual written agreement of the respective parties as to which trees may be removed. It is the intent of this paragraph that not all trees will be removed but only those reasonably necessary for the purpose of enhancing a river view from Lot 4.

5. The cost of installation and maintenance of an access or drive on any easement granted to Seller shall be the sole obligation of Seller.

6. The provisions of this Agreement shall be binding upon the parties hereto and their successors in interest, and shall run with the lands herein described.

Dated this 18 day of JULY, 2019.

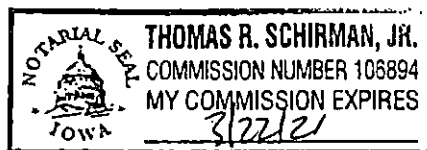
Susan K. Leander  
Susan K. Leander

Steven R. Zelle  
Steven R. Zelle

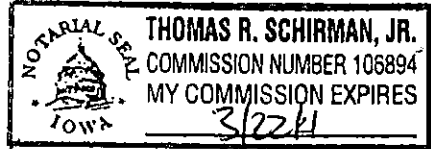
Lisa Zelle  
Lisa Zelle

STATE OF IOWA, COUNTY OF SCOTT

This record was acknowledged before me on 7/18, 2019 by Susan K. Leander.



[Signature]



STATE OF IOWA, COUNTY OF SCOTT

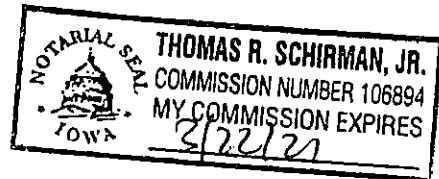
This record was acknowledged before me on 7/16, 2019 by  
Steven R. Zelle.

[Signature]

STATE OF IOWA, COUNTY OF SCOTT

This record was acknowledged before me on 7/16, 2019 by  
Lisa Zelle.

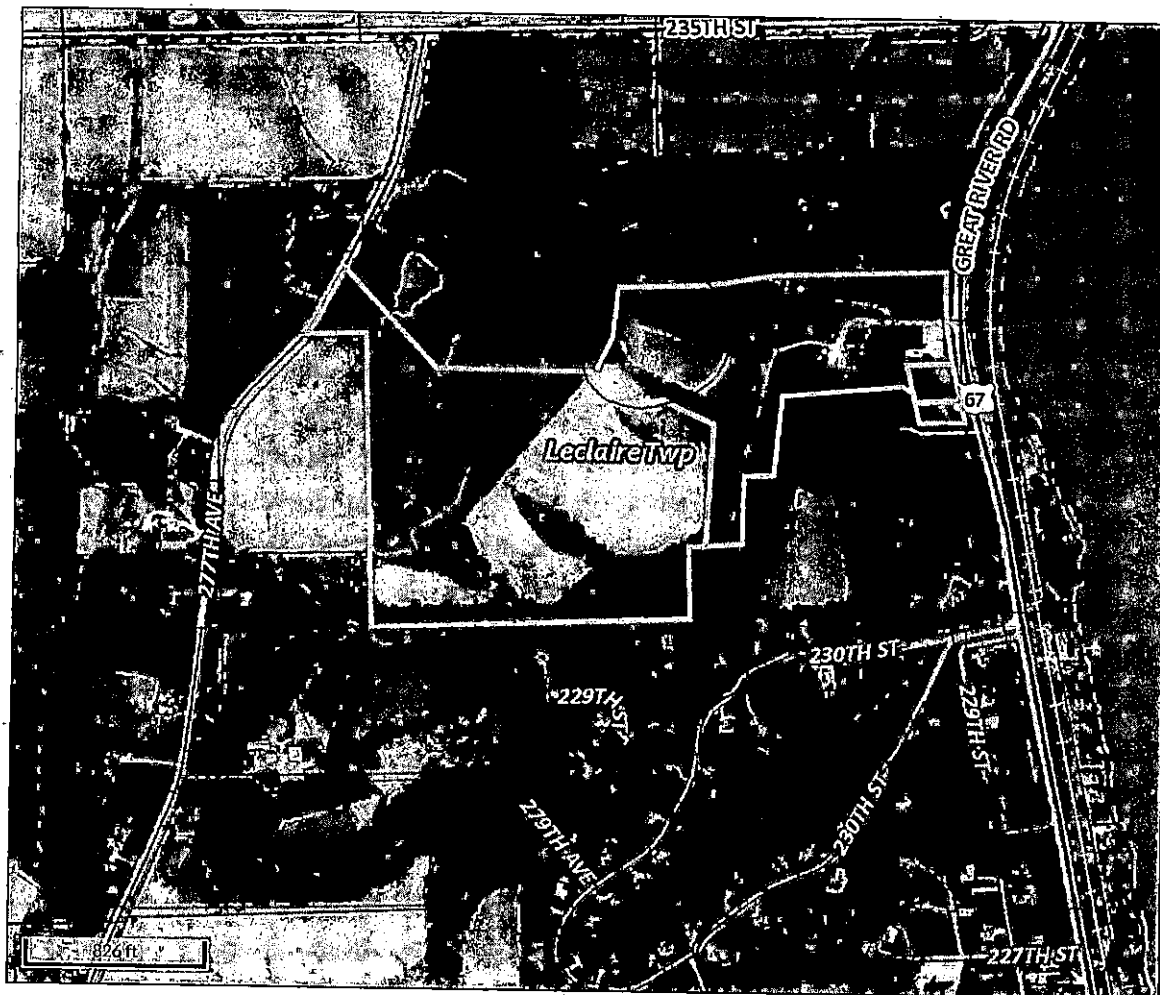
[Signature]



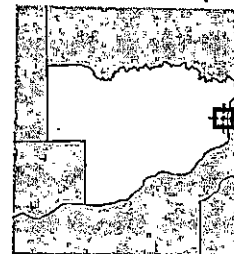




# Scott County / City of Davenport, Iowa



## Overview



## Legend

- Parcels
- Parcel Point
- Political Township
- All Roads
  - Interstate
  - US Highway
  - State Highway
  - County Route
  - Major road
  - Local roads
  - Ramp
  - Alleyway/Access Road
  - Bike/Pedestrian Trail
  - Driveway
- Rights of Way
- Railroad
- County Boundary
- Major Rivers and Streams
  - River Centerline
  - River Boundary
  - Major Stream
- Minor Streams, Other
  - Minor Stream
  - Small Lake/Pond
  - Drainageways, etc
  - Island
- Major Rivers and Lake
  - Lake
  - Major Stream
  - River
  - Minor Lakes and Ponds

Parcel ID 951555002  
 Sec/Twp/Rng n/a  
 Property Address

Alternate ID n/a  
 Class R  
 Acreage 39.026

Owner Address LEANDER SUSAN K  
 23200 GREAT RIVER RD  
 LE CLAIRE IA 52753

EXHIBIT A