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INDX

ANNO

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

✓ Prepared By: Mark L. Smith, P.O. Box 230, Winterset, IA 50273 Telephone: 515/462-3731
Return Document To: Mark L. Smith, POB 230, Winterset, IA 50273

EASEMENT AGREEMENT

L.T.D.A.G., LLC, hereinafter called "Grantor", for valuable consideration, does hereby grant to Kathy Eighmy, hereinafter called "Grantee", an Easement upon the following-described real estate:

The North Half (1/2) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT 0.846 acres described as follow, to-wit: Beginning at a point on the North line of said Section Twenty-eight (28) that is 1355.0 feet East of the Northwest corner of said Section Twenty-eight (28), thence East along said North line 175.0 feet, thence South 207.0 feet, thence West 187.0 feet, thence North 03°19'30" East 207.0 feet to the point of beginning.

Said Easement shall benefit the following described property:

All that part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 28, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said Section 28, thence South 89°18'56" East, along the North line of the NW1/4 of the NW1/4 of said Section 28, a distance of 666.71 feet, to the Point of Beginning, thence continuing along said North line, South 89°18'56" East, a distance of 658.00 feet, to the Northeast Corner of the NW1/4 of the NW1/4 of said Section 28; thence South 00°19'34" West, along the East line of the NW1/4 of the NW1/4 of said Section 28, a distance of 265.00 feet; thence North 89°18'56" West, a distance of 658.00 feet; thence North 00°19'34" East, a distance of 265.00 feet to the Point of Beginning, and containing 4.00

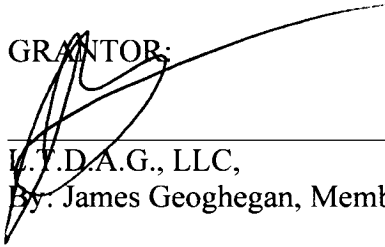
acres of land, more or less.

Grantor agrees to grant the Grantee an easement for the right to bring any and all utility services to the benefitted property. Grantee and Grantor agree that the expense of maintenance of the easement shall be borne by the Grantee exclusively. Grantor covenants that no act will be permitted within the easement area which is inconsistent with the rights hereby granted.

In all other respects the Grantor shall be able to use said easement area as they normally would. If at such time as the utilities have been run to the property, the Grantor desires to have the easement area restricted down to only encompass that actual utility features, Grantee agrees to sign such documentation as is necessary to restrict the area. This would come after a survey of the description of the easement line is provided by a surveyor. This Easement shall run with the land and be binding upon successors in interest.

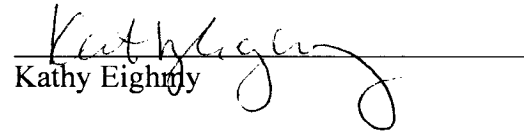
Dated this 5th day of November, 2021.

GRANTOR:



L.T.D.A.G., LLC,
By: James Geoghegan, Member-Manager

GRANTEE:



Kathy Eighty

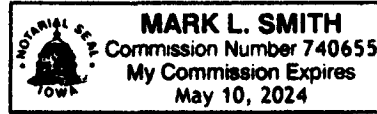
STATE OF IOWA :
: SS
COUNTY OF Madison :

On the 5th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathy Eighmy, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Mark L. Smith

Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF Madison :



On the 5th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared James Geoghegan, Member-Manager of L.T.D.A.G., LLC, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Mark L. Smith

Notary Public in and for the State of Iowa

