

REC \$ 25<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

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BOOK 143 PAGE 207

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

THIS INSTRUMENT PREPARED BY: WILLIAM E. BUMP, BUMP & BUMP LAW OFFICE  
P.O. BOX 366, STUART, IOWA 50250 PH: 515-523-2843

## EASEMENT AGREEMENT

THIS AGREEMENT, entered into this 1<sup>ST</sup> day of November, 2000 by and between The John W. Warren Estate, by and through its Executors, on behalf of itself, successors and assigns, (hereinafter collectively "Warren") and Brant J. Mc Kibbin and Kelly A. Mc Kibbin, husband and wife, on behalf of themselves, their heirs, their successors and assigns, (hereinafter collectively "Mc Kibbin").

WHEREAS, Warren is selling to McKibbin the following described real property (hereinafter Parcel "A") located in Madison County, Iowa, legally described to-wit:

Parcel "A" of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-eight (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

WHEREAS, Warren owns the following described real property (hereinafter "Warren farm") which lies directly adjacent to said Parcel "A", to-wit:

Northwest Fractional Quarter (NW $\frac{1}{4}$ ) except Parcel "A" of the Northwest Quarter (NW $\frac{1}{4}$ ), all in Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

WHEREAS, certain grain storage and handling facilities are located upon Warren farm lying directly adjacent to Parcel "A". Electric service lines and service meter lie on and travel through said Parcel "A" servicing said grain handling facilities. As a part of the consideration for the sale to Mc Kibbin, Warren and Mc Kibbin have agreed that Warren shall reserve and McKibbin shall grant exclusive easement across said Parcel "A" for the purpose of keeping and maintaining an existing electrical service line and meter together with a limited access easement over a portion of Parcel "A" for maintenance purposes

NOW THEREFORE, in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, Warren and Mc Kibbin agree as follows:

1. Warren does hereby establish and reserve and Mc Kibbin does hereby grant and convey to Warren, a limited easement for the continued use and maintenance of an existing electrical service line and meter located on Parcel "A", as generally identified on the attached plat of survey of Parcel "A".

The parties agree that Warren shall own said the electric service line and shall assume all responsibility for its maintenance. Warren shall have a non-exclusive access easement for the purpose of maintaining, repairing, constructing or reconstructing said electric service line as depicted on the attached Plat.

2. Warren agrees that from and after September 1, 2001, Warren, at it's expense shall cause to be installed a second electrical meter on or near the current service meter for purposes of allowing separate service and separate billing of electrical services to the grain bin site.
3. This easement shall run with the title to said Parcel "A" and may be assigned by Warren in the event of the sale of Warren's adjoining land.

In witness whereof the parties hereto have set their hand on the date and year first written above.

John W. Warren Estate

Brant J. Mc Kibbin

Brant J. Mc Kibbin

Charles D. Warren, Executor

Charles D. Warren, Executor

Kelly A. Mc Kibbin

Kelly A. Mc Kibbin

Brinton T. Warren, Executor

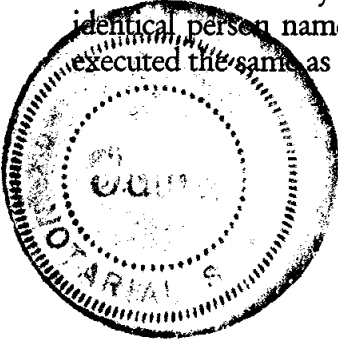
Brinton T. Warren, Executor

John W. Warren, Jr., Executor

John W. Warren, Jr., Executor

State of Iowa, County of Guthrie, ss:

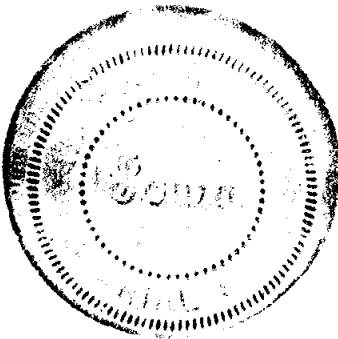
On this 1<sup>st</sup> day of November, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brant J. Mc Kibbin to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



William E Bump  
WILLIAM E BUMP, Notary  
Public in and for said State and County

State of Iowa, County of Guthrie, ss:

On this 1<sup>st</sup> day of November, 2000, before me, the undersigned, a Notary Public in and for the County and State, personally appeared Kelly A. Mc Kibbin to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as his voluntary act and deed.



William E Bump  
WILLIAM E BUMP, Notary  
Public in and for the State and County

State of Virginia, County of Albemarle, ss:

On this 26 day of November, 2000 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles D. Warren to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Sherry M. Canby  
Notary  
Public in and for said State and County  
Exp 10-31-04

Wash, DC  
State of Virginia, County of N/A, ss:

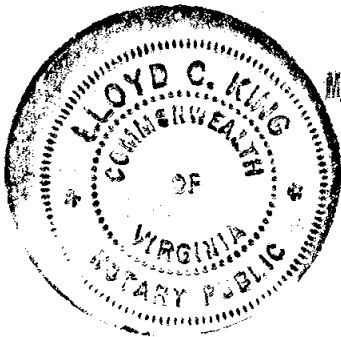
On this 25 day of November, 2000 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brinton T. Warren to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

CRISTEEN SMITH  
NOTARY PUBLIC, DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES 11/14/04

Cristeen Smith  
Notary  
Public in and for said State and County

State of Virginia, County of Roanoke, ss:

On this 23<sup>rd</sup> day of November 2000 before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Warren to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



My Commission Expires June 30, 2003

Lloyd C. King  
Notary Public

WARDER C. HILLHOUSE, JR. MHF ENGINEERING P.C. 300 W. MCKINLEY JEFFERSON, IA. (515)386-4101

