

REC \$ 15.00  
AUD \$  
R.M.F. \$ 7.00

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BOOK 2002 PAGE 1142

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Preparer

Information: Jerrold B. Oliver P.O. Box 230 Winterset (515)462-3731

### EASEMENT AGREEMENT

Benshoof Farms Partnership, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant to Matthew Kiger and Jill Kiger, as joint tenants with full rights of survivorship and not as tenants in common, hereinafter called "Grantees", a perpetual easement, over and across the area designated as access easement, located along the south side of Lot 3, Tileville Estates, located in Section 27, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, as shown on the Final Plat of Tileville Estates, for use as a driveway for purposes of ingress and egress to Grantees' adjacent property described as Lot 2 of Tileville Estates.

The easement granted to Grantees is a nonexclusive easement and Grantor, its successors and assigns, shall also have the right to use the access easement. The owners of Lot 2 of Tileville Estates, and the owners of Lot 3 of Tileville Estates, shall share equally in the cost of the repair and maintenance of such access easement, including snow removal.

Grantor warrants and covenants to Grantees, that it is the owner of the real estate upon which said easement area is situated and that it has full right and authority to validly grant this easement and Grantees may quietly enjoy their estate in the premises.

Grantor covenants that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or structures will be erected upon said easement area; and that the present grade of ground level thereof will not be changed by excavation or filling.

This agreement shall be binding upon the parties, their heirs, successors and assigns.

Dated this 9 day of March, 2002.

BENSHOOF FARMS PARTNERSHIP

By Ted Benshoof  
Ted Benshoof, Partner

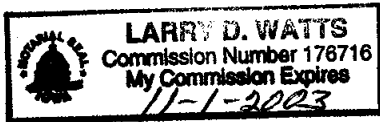
Matthew Kiger  
Matthew Kiger

Jill Kiger  
Jill Kiger

STATE OF IOWA :  
:SS  
MADISON COUNTY :

On this 9 day of March, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Matthew Kiger and Jill Kiger, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Larry D. Watts  
Notary Public in and for the State of Iowa





STATE OF IOWA, COUNTY OF MADISON, ss:

On this 9 day of March, 2002 before me, the undersigned, a Notary Public in and for the said State, personally appeared Ted Benshoof, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Benshoof Farms Partnership, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

*Larry D. Watts*

\_\_\_\_\_, Notary Public in and for said State.



(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of partnerships