



Document 2012 1473

Book 2012 Page 1473 Type 06 001 Pages 3

Date 5/21/2012 Time 9:02 AM

Rec Amt \$17.00

INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

Prepared by: Jerrold B. Oliver, POB 230, Winterset, IA 50273 515/462-3731

✓ Return to: Jerrold B. Oliver, POB 230, Winterset, IA 50273 515/462-3731

---

**EASEMENT AGREEMENT**

Walter Jahncke and Michele Jahncke, husband and wife, hereinafter called "Grantors",

for valuable consideration, owners of the following described real estate:

Tract 1

The West One-third (1/3) of Lot Seven (7) and the East One-third (1/3) of Lot Six (6) in Block Eleven (11) of the Original Town Plat of the City of Winterset, Madison County, Iowa

do hereby grant to Kay Billeter, hereinafter called "Grantee" and her heirs, successors and

assigns the perpetual right and easement upon the following:

Stairways located upon the above described real estate. The entrance to one of the stairways is located on the South side of said real estate. The other stairway is located on the North side of said real estate.

for the purpose of ingress and egress to and from the second floor of real estate owned Grantee

described as follows:

Tract 2

The upper floor of the building located on the East Half (1/2) of the West Two-thirds (2/3)

of Lot Six (6) in Block Eleven (11) of the Original Town Plat of the City of Winterset, Madison County, Iowa, hereinafter called Tract 2

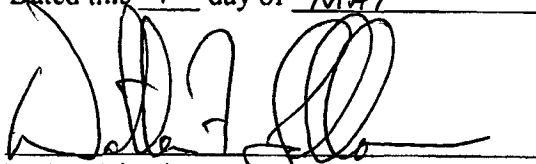
Billeter shall maintain and keep in repair the stairway, the entrance to which is on the South side of Tract 1.


Grantors shall maintain and keep in repair the stairway, the entrance to which is on the North side of Tract 1.

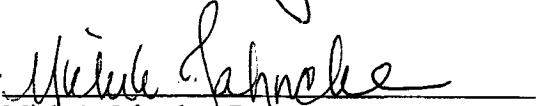
The Grantors warrant and covenant to the Grantee that they are the owners of the real estate upon which said easement area is situated, that they have full right and authority to validly grant this easement, and the Grantee may quietly enjoy her estate in the premises.

Grantors covenant 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 or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 4<sup>th</sup> day of MAY, ~~2011~~ 2012

  
Walter Jahncke, Grantor

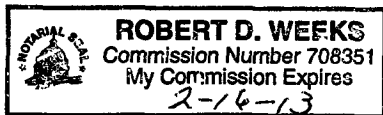
  
Kay Billeter, Grantee

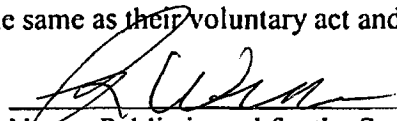
  
Michele Jahncke, Grantor

STATE OF IOWA :

MADISON COUNTY :SS  
:

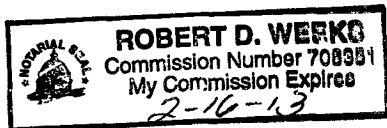
On this 4 day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter Jahncke and Michele Jahncke, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.




  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
:SS  
MADISON COUNTY :

On this 18 day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kay Billeter, to me personally 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.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa