



Document 2014 3126

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Fee Amount: \$27.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓

ANNO

SCAN

CHEK

**EASEMENT AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:** Jerrold B. Oliver, P. O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

**Taxpayer Information:** Dennis K. Fauver, 1856 S. 126th Street, Omaha, NE 68144

**Return Address:** Dennis K. Fauver, 1856 S. 126th Street, Omaha, NE 68144

**Grantors:** Biermann Farms Ltd. Partnership

**Grantees:** Dennis K. Fauver

**Legal Description:** See Page 2

## EASEMENT AGREEMENT

Biermann Farms Ltd. Partnership, hereinafter called "Biermann" for valuable consideration does hereby grant to Dennis K. Fauver, hereinafter called "Fauver", an easement upon and across the following described real estate:

Existing lane across the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

for the purpose of ingress and egress over and across said easement area by Fauver to real estate owned by Fauver and described as follows:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; AND, the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Twelve (12), lying West of the Public Highway, EXCEPT the North 20 feet thereof.

Fauver hereby grants Biermann an easement for any portion of the lane referred to above, which is on Fauver's real estate. The parties understand that Fauver's real estate is being sold to Alan R. Willis, who will be obtaining a mortgage upon said real estate, to finance his purchase of said real estate from Farm Credit Services of America. The parties agree that the easements provided for in this Agreement shall terminate and expire when the Mortgage granted by Farm Credit Services of America is released of record.

Biermann and Fauver warrant and covenant to each other that they are the owners of their respective tracts of real estate described above, that he and it have full right and authority to validly grant these easements, and that each of them may quietly enjoy their estate in the premises.

Biermann and Fauver covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted, 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 Grantee.

Dated this 4 day of Dec, 2014.

See separate signature pages attached for Biermann Farm Ltd. Partnership and Dennis K. Fauver.

SIGNATURE PAGE FOR BIERMANN FARM LTD. PARTNERSHIP - DENNIS K. FAUVER  
EASEMENT AGREEMENT

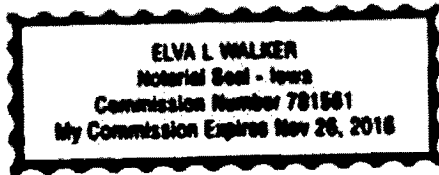
Dated this 5<sup>th</sup> day of DECEMBER 2014.

Biermann Farm Ltd. Partnership

By William Biermann  
William Biermann, Partner

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 5<sup>th</sup> day of  
December, 2014, by William Biermann as Partner of Biermann Farm Ltd.  
Partnership.



Elva L. Walker  
Notary Public in and for said State of Iowa

SIGNATURE PAGE FOR BIERMANN FARM LTD. PARTNERSHIP - DENNIS K. FAUVER  
EASEMENT AGREEMENT

Dated this 4 day of Dec, 2014.

Dennis K. Fauver  
Dennis K. Fauver

Nebraska Douglas  
STATE OF ~~IOWA~~, COUNTY OF ~~MADISON~~

This instrument was acknowledged before me on this 4 day of  
December, 2014, by Dennis K. Fauver.



Lynette E. Stephens  
Notary Public in and for said State of ~~Iowa~~  
Nebraska