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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**EASEMENT AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:** Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:  
(515) 462-3731

**Taxpayer Information:** Shawn R. McKibben and Julie A. McKibbin, 507 N. Fremont Street,  
Stuart, IA 50250

**Return Address:** Shawn R. McKibbin and Julie A. McKibbin, 507 N. Fremont Street, Stuart,  
IA 50250

**Grantors:** Cinda L. Pitzen and Troy Pitzen

**Grantees:** Shawn R. Mckibbin and Julie A. Mckibbin

**Legal Description:** See Page 2

**Document or instrument number if applicable:**

## EASEMENT AGREEMENT

This Easement Agreement made and entered into by and between Cinda L. Pitzen and Troy Pitzen, Wife and Husband, hereinafter called "Pitzens" and Shawn R. McKibbin and Julie A. McKibbin, Husband and Wife, hereinafter called "McKibbins".

WHEREAS, McKibbins are purchasing the following described real estate from Pitzens:

Parcel "F" located in the East Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 27.73 acres, as shown in Plat of Survey filed in Book 2015, Page 1265 on May 14, 2015, in the Office of the Recorder of Madison County, Iowa.



WHEREAS, Pitzens will continue to own the Southeast Quarter of the Southwest Quarter, except Parcel "D" thereof, and except that portion of Parcel "F" located in the Southeast Quarter of the Southwest Quarter, all in Section 12, Township 74 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

WHEREAS, there is a driveway located on the approximate boundary line beginning at the Southwest Corner of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 12 and the Northwest Corner of the above described property, to be continued to owned by Pitzens.

WHEREAS, the parties desire to each have an easement over and across said driveway for ingress and egress purposes.

NOW THEREFORE, it is agreed as follows:

1. Pitzens and McKibbins shall each have an easement over and across said driveway for

purposes of ingress and egress.

2. Pitzen and McKibbins shall each pay for one-half of the costs of maintenance and repair of said driveway. As soon as McKibbins construct a new driveway to the property being purchased by them, their obligation to pay for one-half of the cost of the maintenance and repair of said driveway shall terminate.

3. The parties 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 damaged 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 1 day of June, 2015.

Cinda L. Pitzen  
Cinda L. Pitzen

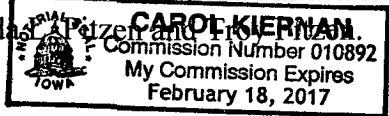
Shawn R. McKibbin  
Shawn R. McKibbin

Troy Pitzen  
Troy Pitzen

Julie A. McKibbin  
Julie A. McKibbin

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 1 day of June, 2015, by Cinda L. Pitzen and Troy Pitzen.

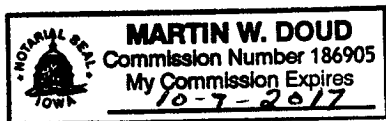


Carol Kiernan  
Notary Public in and for said State of Iowa

Guthrie

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 2<sup>ND</sup> day of June, 2015, by Shawn R. McKibbin and Julie A. McKibbin.



Martin W. Doud  
Notary Public in and for said State of Iowa