



Document 2017 3900

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Date 12/14/2017 Time 8:10:52AM

Rec Amt \$17.00

INDX
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

AGREEMENT
Recorder's Cover Sheet

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

Taxpayer Information: Benshoof Family Farms, 1931 Quail Ridge Avenue, Winterset, IA 50273

Return Address: Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273

Grantors: See Page 2

Grantees: See Page 2

Legal Description: See Page 2

Document or instrument number if applicable:

AGREEMENT

This Agreement, made and entered by and between Benshoof Family Farms, LLC (Benshoof) and Britt W. Baker and Mollie Baker (Bakers).

WHEREAS, an Application to vacate Wild Rose Lane in Section 34 and 35 of Crawford Township is pending before the Madison County Supervisors.

WHEREAS, Benshoof is the owner of the real estate lying west of said road, and Bakers are the owners of the real estate lying east of said road.

WHEREAS, the parties desire to enter into this Agreement concerning drainage along and adjacent to said road.

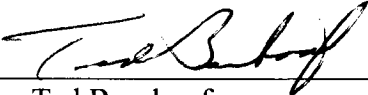
WHEREAS, most of the drainage ditch is located on Benshoofs property and most of the road is located on Bakers property.

NOW THEREFORE, it is agreed as follows:

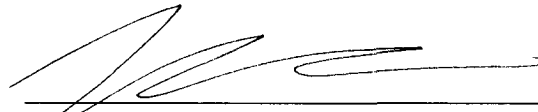
1. Bakers agree to construct and expand the existing drainage ditch to handle the flow of water without causing any problems to adjacent landowners, Benshoof and Bakers.
2. In the construction and expansion of said drainage ditch, no levy shall be taller than any existing levy running parallel to the reconstructed or expanded ditch.
3. Both parties shall equally be responsible for the future maintenance and modification of said drainage ditch.
4. Both parties consent to the vacation of said road.
5. The vacated road shall be repaired and maintained by Bakers.
6. The currently elevated entrance from Iowa Highway 92 shall be Bakers responsibility subject to Department of Transportation requirements.
7. This Agreement shall be binding on the parties, their heirs, successors, and assigns.

Dated: December 11, 2017.

BENSHOOF FAMILY FARMS, LLC

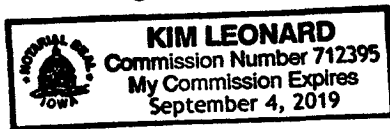
By 
Ted Benshoof


Britt W. Baker


Mollie Baker

STATE OF IOWA, COUNTY OF MADISON

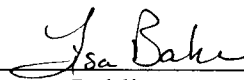
This instrument was acknowledged before me on December 11, 2017, by Ted Benshoof as Manager of Benshoof Family Farms, LLC.




Notary Public

STATE OF IOWA, COUNTY OF Polk

This instrument was acknowledged before me on December 11, 2017, by Britt W. Baker and Mollie Baker.


Notary Public

