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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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DRIVEWAY EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067
(515) 462-4912

Taxpayer Information: (name and complete address)

Mark A. Anderson and Amy L. Anderson, 3010 Don Lee Court, Des Moines, IA 50317

Return Document To: (name and complete address)

Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Benshoof Family Farms, LLC

Grantees:

Mark A. Anderson

Amy L. Anderson

Legal Description: See Page -2-

Document or instrument number of previously recorded documents: N/A

DRIVEWAY EASEMENT AGREEMENT

THIS AGREEMENT is made and executed this 27th day of May, 2023 by and between Benshoof Family Farms, LLC, ("Grantor"), and Mark A. Anderson and Amy L. Anderson, a Married Couple ("Grantees").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate located in Madison County, Iowa, legally described as:

Lot One (1) of the irregular survey of the South part of the Southeast Quarter (¼) of the Southwest Quarter (¼), except a tract containing one-half (½) acre, more or less, bounded on the North by the railroad right of way, on the West by the public highway, on the South by Middle River, and on the East by the ditch running North and South emptying into said Middle River; and Lots One (1), Three (3), and Four (4) of the irregular survey of the South part of the Southwest Quarter (¼) of the Southwest Quarter (¼); and all that part of the West Half (½) of the Southeast Quarter (¼) which lies South of the right of way of the Chicago, Rock Island and Pacific Railway Company (formerly known as the Des Moines, Winterset and Southwestern Railroad Company); and all that part of the right of way of the Chicago, Rock Island and Pacific Railway Company (formerly known as the Des Moines, Winterset and Southwestern Railroad Company) in the South Half (½) of the Southwest Quarter (¼), being South of the Town of Patterson and North of Middle River, except that part thereof South of Lot Four (4) and West 54 feet of Lot Three (3) in Block Thirteen (13), and except that part thereof between the East line of Second Street and the East line of Third Street; and except all that part lying south of Block 12 of the Original Town of Patterson; Section Twenty-nine (29); AND the North Half (½) of the Northwest Quarter (¼) of the Northwest Quarter (¼) and the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-two (32); All in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

(Hereinafter referred to as "Burdened Parcel".)

WHEREAS, Grantees are the owners of certain real estate located in Madison County, Iowa, legally described as:

All of the West 147 feet of the North Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼), which lies South of the South line of Highway #92, AND the South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) lying North of Middle River as the same now runs through said real estate, ALL in Section Twenty-nine (29), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

(Hereinafter referred to as "Benefitted Parcel".)

WHEREAS, the parties have agreed that Grantor shall grant to Grantees an ingress and egress easement over that portion of the Burdened Parcel described as follows:

The driveway located in the northeast corner of the Burdened Parcel commencing at State Highway 92 and continuing southeasterly to the western boundary of the Benefitted Parcel. See Exhibit "A" attached hereto and by this reference incorporated herein,

(Hereinafter referred to as the "Easement Area".)

to allow Grantees to have non-exclusive use of the Easement Area to provide access to and from State Highway 92 by means of the driveway within the Easement Area that benefits the Benefitted Parcel; and,

WHEREAS, Grantor and Grantees desire to set forth in writing their agreement concerning the creation of an ingress/egress easement providing access between State Highway 92 and the Benefitted Parcel by means of the Easement Area and the allocation of responsibilities in connection with the maintenance, repair and replacement of such driveway.

IT IS THEREFORE MUTUALLY AGREED:

1. Grant of Ingress/Egress Easement. Grantor hereby grants to Grantees a permanent, perpetual and non-exclusive ingress/egress easement for the purposes of operating, maintaining, repairing and replacing the driveway that will provide access for Grantees between State Highway 92 and the Benefitted Parcel upon, over and across the Easement Area for the benefit of Grantees and their tenants, employees, agents, customers and invitees.

2. Reserved Rights. Grantor hereby reserves and retains all other property rights in and to the area subject to the Easement Area, subject at all times to this Easement.

3. Uses. Grantor and Grantees agree that the driveway in the Easement Area shall be used to provide access for Grantee between State Highway 92 and the Benefitted Parcel for the benefit of Grantee and its tenants, employees, agents, customers and invitees. The parties expressly agree that the Easement Area shall be used to provide access to a personal residence to be constructed or placed upon the Benefitted Parcel but shall not be used to support significant residential development of the Benefitted Parcel.

4. Maintenance, Repair and Replacement of the Access Driveway. Subject to Section 5 hereof, Grantees shall maintain, repair and replace the access driveway located within the Easement Area and shall cause all work performed in connection therewith to be accomplished with care and in a timely and good and workmanlike manner. Grantees shall contract no improvements in the Easement Area other than the access driveway. Grantee shall not construct a fence or other

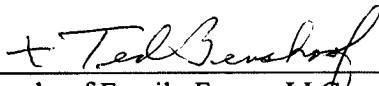
enclosure along the boundary of the Easement Area.

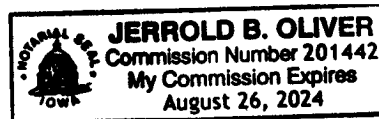
5. No Obstructions. Neither party nor their respective tenants, agents, employees, or invitees shall obstruct the Easement Area in such a manner as to unreasonably restrict the parties' access to the Easement Area.

6. The terms of this Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective successors and assigns as owners of the Burdened Parcel and the Benefitted Parcel, and shall be appurtenant to such Parcels and shall run with the land and constitute a burden and benefit upon such Parcels as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Driveway Easement effective as of the date and year first above written.

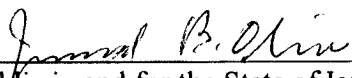
GRANTORS:


Benshoof Family Farms, LLC
By: Ted Benshoof, Manager



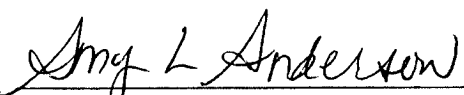
STATE OF IOWA, MADISON COUNTY, ss:

Signed and sworn to (or affirmed) before me on May 26, 2023, by Ted Benshoof as Manager of Benshoof Family Farms, LLC.


Notary Public in and for the State of Iowa

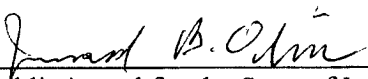
GRANTEES:

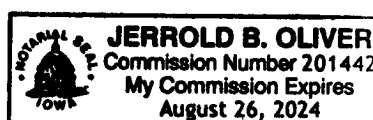

Mark A. Anderson


Amy L. Anderson

STATE OF IOWA, MADISON COUNTY, ss:

On this 27 day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Anderson and Amy L. Anderson to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa





Overview



Legend

- ☐ Parcels
- ☐ Townships
- ☐ Sections
- ☐ City Limits
- ☐ Road Centerlines

////// Easement Area

