

J. B. Oliver

REC \$ 20 ⁰⁰
AUD \$ 1 ⁰⁰
R.M.F. \$ 5 ⁰⁰

COMPUTER	☒
RECORDED	☒
COMPARED	☒

FILED NO. 151
BOOK 2004 PAGE 151
2004 JAN -9 PM 4:02
MICHI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared by: Jerrold B. Oliver, POB 230, Winterset, IA 50273

515/462-3731

EASEMENT AGREEMENT

The Earlham Mobile Home Terrace, Inc., hereinafter called "Grantor", for valuable consideration, does hereby grant to The New Home Store, L.L.C., hereinafter called "Grantee", and to its heirs, successors or assigns, owners of the following described real estate:

Lot 8 of C & C Allen's Addition to Winterset, Madison County, Iowa.

the perpetual right and easement upon and under the following described real estate:

Commencing at the Southwest (SW) corner of Lot 8 of C & C Allen's Addition to the City of Winterset, Madison County, Iowa, thence East to the Southeast (SE) corner of said Lot 8, thence South to the Northeast (NE) corner of Lot 7 of C & C Allen's Addition, thence West to the Northwest (NW) corner of said Lot 7, thence North to the point of beginning.

For the purpose of ingress and egress over and across said easement area for ingress and egress to said Lot 8.

The Grantor warrants and covenants to the Grantee that it is the owner of the real estate upon which said easement area is situated, that it has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

Grantor covenants 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 29 day of December, 2003.

Grantor, Earlham Mobile^{Home} Terrace, Inc.

By: Curtis C. Allen, Pres
Curtis C. Allen, President

Grantee, The New Home Store, L.L.C.

By: [Signature]
Shawn P. Corkrean, Manager

[Signature]
Grantee



STATE OF IOWA, COUNTY OF MADISON, ss:

On this 29 day of December, 03, before me, a Notary Public in and for the said State, personally appeared Shawn P. Corkrean, to me personally known, who being by me duly sworn did say that that person is Manager (Insert title of executing member) of said limited liability company, that ~~(the seal affixed to said instrument is the seal of said)~~ (no seal has been procured by the said) limited liability company and that said instrument was signed ~~(and sealed)~~ on behalf of the said limited liability company by authority of its managers and the said Shawn P. Corkrean acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

A handwritten signature in cursive script, reading "Larry Watts", written over a horizontal line.

, Notary Public in and for said State.



(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of limited liability companies



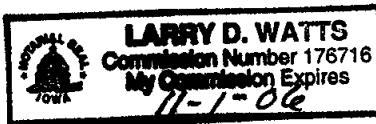
STATE OF IOWA, COUNTY OF MADISON , ss:

On this 29 day of December, 03, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Curtis C. Allen and _____, to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that the instrument was signed (~~and sealed~~) on behalf of the corporation by authority of its Board of Directors; and Curtis C. Allen and _____

acknowledge the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

A handwritten signature in cursive script, appearing to read "Larry D. Watts", written over a horizontal line.

_____, Notary Public in and for said State.



(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of a corporate fiduciary