

DRAFTED BY
AND RETURN TO:
Moss & Barnett (AAD)
150 South Fifth Street
Minneapolis, MN 55402
(Site Name: **IA07 Patterson**)
(Prepared by Meredith O'Neill, Telephone No. (612) 877-5449)
Parcel Id. No. 45008196003000 & 40007248802000
Legal Description on Page 6

ACCESS AND UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS:

THAT Benshoof Farms Partnership, an Iowa general partnership, hereinafter referred to as GRANTOR, (whether one or more), as the owner of the real property that is described on the attached Exhibit A that is incorporated herein by this reference (hereafter "the Burdened Property"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto RSA 7 Limited Partnership d/b/a Verizon Wireless, hereinafter referred to as GRANTEE, and to its successors, assigns, transferees, lessees, sublessees, permittees, licensees, and invitees ("Successors and Assigns"), a permanent, non-exclusive easement for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, and/or across its Burdened Property, as described on Exhibit A.

It is further agreed as follows:

1. That this easement is contingent upon the execution of a Land Lease Agreement between Benshoof Family Farms, LLC, an Iowa limited liability company and GRANTEE. If for any reason said Lease Agreement is terminated by either party, this easement shall also terminate.
2. That said GRANTOR, for itself and for its successors and assigns, hereby represents to the said GRANTEE and its Successors and Assigns, that the GRANTOR is well seized in fee of the Burdened Property and that it has the right to grant and convey a permanent easement on the Burdened Property in the manner and form aforesaid, and that it will, and its successors and

assigns shall, warrant and defend this easement to said GRANTEE and its Successors and Assigns against the lawful claims and demands of all persons. This easement runs with the land.

3. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has executed this instrument on the dates set forth below.

GRANTOR:

Benshoof Farms Partnership,
an Iowa general partnership

By: Robert Howard Benshoof
Name: Robert Howard Benshoof
Its: Partner

Date: 12-27-17

By: Ted Arthur Benshoof
Name: Ted Arthur Benshoof
Its: Partner

Date: 12-27-17

By: Ted Alan Benshoof
Name: Ted Alan Benshoof
Its: Partner

Date: 12-27-17

By: Cheryl Jean Howell
Name: Cheryl Jean Howell
Its: Partner

Date: 12-27-17

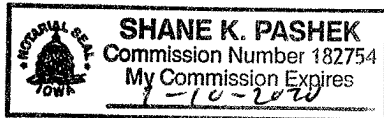
By: Steven Arthur Benshoof
Name: Steven Arthur Benshoof
Its: Partner

Date: 12-27-17

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Madison)

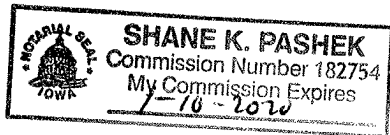
On this 27 day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Howard Benshoof, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Benshoof Farms Partnership, an Iowa general partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



[Signature]
Signature
Title: _____

STATE OF IOWA)
) ss.
COUNTY OF Madison)

On this 27 day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted Alan Benshoof, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Benshoof Farms Partnership, an Iowa general partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

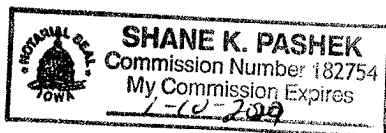


[Signature]
Signature
Title: _____

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Madison)

On this 27 day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven Arthur Benshoof, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Benshoof Farms Partnership, an Iowa general partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



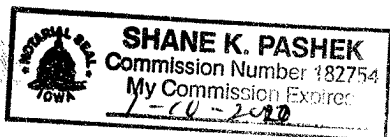
[Signature]

Signature

Title: _____

STATE OF IOWA)
) ss.
COUNTY OF Madison)

On this 27 day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted Arthur Benshoof, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Benshoof Farms Partnership, an Iowa general partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



[Signature]

Signature

Title: _____

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Madison) ss.

On this 27 day of December, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cheryl Jean Howell, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Benshoof Farms Partnership, an Iowa general partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.


Signature

Title: _____



Notary Public

Exhibit "A"

Legal Description

BURDENED PROPERTY LEGAL DESCRIPTION:

45008196003000:

The West Thirty-three (W33) feet off the West End of the South Fractional One-half (S 1/2) of the South Fractional One-half (S 1/2) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

40007248802000:

One-half (1/2) acre off the east side of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), Section Twenty-Four (24) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M.

BENEFITTED PROPERTY LEGAL DESCRIPTION:

The South Fractional One-Fourth (1/4) of Fractional Section Nineteen (19), except the West 33 feet thereof, in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

EASEMENT LEGAL DESCRIPTION (or) DEPICTION OF EASEMENT:

