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Book 2008 Page 2315 Type 06 001 Pages 5

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731

Taxpayer Information:

Return Address

✓ Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731

Grantors:

See Page 2

Grantees:

See Page 2

Legal Description: See Page 2

Document or instrument number if applicable:

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Steven B. Raymond and Kathleen J. Raymond, Husband and Wife, and Fred D. Young and Cheryl Young, Husband and Wife.

WHEREAS Steven B. Raymond and Kathleen J. Raymond were the Grantees in a Warranty Deed from John Paul Muelhaupt and Karen Muelhaupt, Husband and Wife, recorded in Book 2006, Page 4658 of the Recorder's Office of Madison County, Iowa.

WHEREAS Grantors, John Paul Muelhaupt and Karen Muelhaupt, reserved to themselves, their heirs, successors and assigns a perpetual easement in said deed.

WHEREAS John Paul Muelhaupt and Karen Muelhaupt, Husband and Wife, conveyed to Fred D. Young and Cheryl Young certain real estate in a Warranty Deed recorded in Book 2006, Page 5074 of the Recorder's Office of Madison County, Iowa.

WHEREAS said Warranty Deed granted a perpetual easement to Youngs in said Warranty Deed.

WHEREAS the parties desire to change and amend the description of said Easement and to declare Easements contained in said deed to be null and void.

NOW THEREFORE it is agreed as followed:

1. The parties hereby agree that the reservation of easement contained in the Muelhaupt to Raymond Warranty Deed recorded in Book 2006, Page 4658 is declared to be null and void.
2. The parties agree that the easement granted in the Muelhaupt to Young Warranty Deed Recorded in Book 2006, Page 5074 is hereby declared to be null and void.

3. The parties agree that Fred D. Young and Cheryl Young as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common are hereby granted an Easement described as follows:

An ingress/egress and public utility easement across a portion of the Northeast Quarter of the Southwest Quarter of Section 16, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa the perimeter of which is described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of Section 16, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa thence South 89°13'10" East 209.67 feet along the South line of said Northeast Quarter of the Southwest Quarter to the Easement Point of Beginning; thence North 52°53'18" East 190.54 feet to a point on the centerline of a County Road; thence South 69°45'10" East 36.86 feet along said centerline; thence South 52°53'18" West 170.54 feet to a point on the South line of said Northeast Quarter of the Southwest Quarter; thence North 89°13'10" West 50.54 feet to the Point of Beginning,

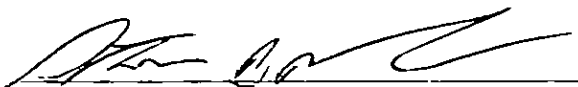
together with a right of ingress and egress over and across said easement area for the purpose of constructing, repairing and maintaining a driveway upon and across said easement area for the purpose of constructing, repairing and maintaining utilities across said easement area

4. Raymonds warrant and covenant to the Youngs that they are the owners of the real estate upon which said easement area is situated, that they have full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

5. Raymonds 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 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.

6. Youngs shall be solely responsible for the repair and maintenance of all items installed in the easement area and shall, upon installation, maintenance or repair of any item installed in the easement area, restore the surface of the easement area to its condition existing prior to such installation, repair or maintenance.

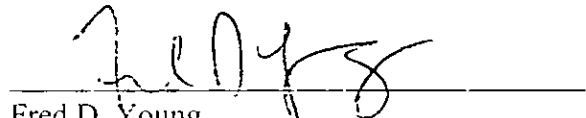
Dated this 21 day of June, 2008.



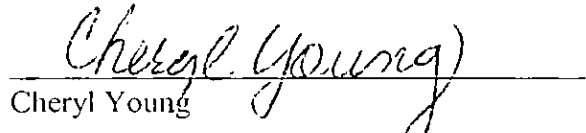
Steven B. Raymond



Kathleen J. Raymond



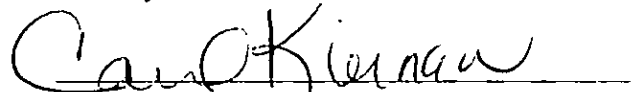
Fred D. Young



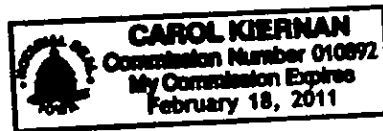
Cheryl Young

STATE OF IOWA :
:ss
MADISON COUNTY :

On this 21 day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven B. Raymond and Kathleen J. Raymond, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa



STATE OF IOWA :
 :SS
MADISON COUNTY :

On this 9 day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Fred D. Young and Cheryl Young, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



TASHA M. SANSON
Commission Number
749039
My Commission Expires
September 24, 2010

Tasha M. Sanson
Notary Public in and for the State of Iowa