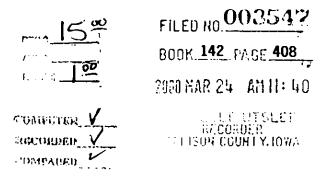
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Prepared by: Bryan R. Jennings, Reich Law Firm, 801 Main, Adel, Iowa 50003 (515) 993-4254

## **DRIVEWAY AND UTILITY EASEMENT**

THIS Agreement made this 10 day of March, 2000, by and between Shawn Hanson and Gayle Hanson, husband and wife, parties of the first part, and Paul S. Jennings and Kathryn M. Jennings, husband and wife, parties of the second part:

WITNESSETH:

WHEREAS, the above named first parties are the owners of or will become the owners of the following described real estate, to-wit:

The North 60 Acres of the West Half (1/2) of the Southeast Quarter (1/4) of Section Nine (9), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa



WHEREAS, the above named second parties are the owners of the following described real estate, to-wit:

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Nine (9) in Township Seventy-five North, Range Twenty-eight West of the 5<sup>th</sup> P.M., Madison County, Iowa

WHEREAS, an ingress and egress access for driveway and utility purposes to serve the real estate owned by the second parties is needed over a portion of the real estate owned by the first parties; the parties of the first part, GRANTORS, in consideration of the sum

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of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the parties of the second part, GRANTEES, their heirs, successors and assigns, a permanent eighty foot (80') driveway, ingress and egress easement together with the right to install utility services thereon for the benefit of their above described real estate, over, upon and through a portion of said first parties' above described real estate, said portion described as follows:

The North Seven Hundred Sixty Feet (N760') of the East Eighty Feet (E80') of The North 60 Acres of the West Half (1/2) of the Southeast Quarter (1/4) of Section Nine (9), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa

This easement shall run with the land and shall be binding upon the undersigned parties and upon their heirs, successors and assigns.

FJRST PARTIES

SHAWN HANSON

GAYLE HANSON

SECOND PARTIES

PAUL 6. JENNING

KATHRYN M) JENNINGS

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STATE OF IOWA

COUNTY OF Dallas

ON this day of March, 2000 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Shawn Hanson and Gayle Hanson**, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

MCCHELYRY, PAROMARDY MYCO DESSEMENTERS S-22-2000 SEAL

NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

STATE OF Washington

COUNTY OF King

SS

ON this () day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Paul S. Jennings and Kathryn M. Jennings**, husband and wife, to me known to be the 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 WA.
My Commission Expires 12/29/03