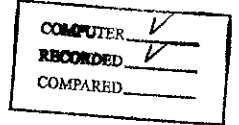


MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

Preparer Information	✓ John E. Casper, 223 E. Court Avenue,	Winterset,	(515) 462-4912
	Individual's Name	Street Address	City Phone

John E. Casper ISBA # 000000816

Clifford A. Newman  
Sharon R. Otte  
2109 34<sup>th</sup> Street  
Des Moines, IA 50310



RIGHT OF WAY AND UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned owners, Ted Grauer and Cheri Lynn Grauer, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to Clifford A. Newman and Sharon R. Otte, husband and wife, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove a private drive right of way including the right to have utilities with the accessory equipment or all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of this private drive right of way and utilities services over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

**Part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 21 Township 77 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, described as follows: Beginning at the Northwest Corner of said Southwest Quarter Northeast Quarter (SW1/4 NE1/4); thence South 00°20'22" East a distance of 718.06'; thence North 78°12'04" East a distance of 33.67'; thence North 00°20'22" West a distance of 463.43'; thence North 07°14'30" East a distance of 250.13'; thence North 00°23'50" West a distance of 281.61'; thence North 07°51'19" West a distance of 252.30'; thence South 00°24'12" East a distance of 254.19'; thence South 89°26'24" West a distance of 33.00'; thence South 00°20'22" East a distance of 277.42'; To the Point of Beginning. Containing 1.152 acres of land.**

The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

The Grantor shall not erect any structure or improvement over or within the Easement Area without first obtaining the Grantee's written approval. The planting of trees, shrubs and other such plantings (e.g., flowers) may be placed in the Easement Area, but are subject to removal by the Grantee without compensation if removal is required for maintenance, repair or replacement of the right of way.

The Grantor shall not change the grade, elevation or contour of any part of the Easement Area without the prior, written consent of the Grantee.

The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area described above including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

In consideration of such Grant, the Grantee shall have the right to install, maintain, replace a drive right of way including the surfacing of the traveled portion thereof and the draining of surface water flows. The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

This Grant shall not limit the Grantor's right of access to any publicly owned utilities within or near the Easement Area or the Grantor's right to install and maintain at Grantor's cost any private utilities within or near the Easement Area so long as such installation or maintenance does not interfere with the Grantee's rights under this Easement Agreement.

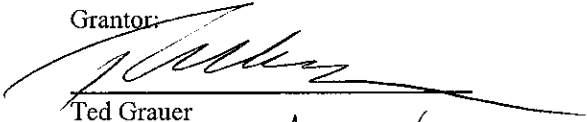
The Grantor, their successors and assigns, shall have the right of access to, and the use of, any private drive installed by the Grantee within or near the Easement Area including the right of way within the Woodland Estates Subdivision as shown by the Final Plat of this Subdivision, a true copy of which Plat is attached to this Agreement as Exhibit "A" and incorporated herein. The Grantor shall not have any obligation to reimburse the Grantee for any portion of the initial construction cost of this private drive right of way, but shall thereafter share equally with the Grantee the future maintenance cost of the portion of this private drive right of way from the County Road known as Upland Lane to and including that driveway area within or immediately adjoining the Easement Area, which maintenance obligation shall commence when the Grantor, their successors or assigns commence the development of their real estate adjoining this Easement Area. This development shall occur at the earliest of the Grantor's subdivision of their real estate or upon the excavation of Grantor's private drive or the installation of utilities therein.

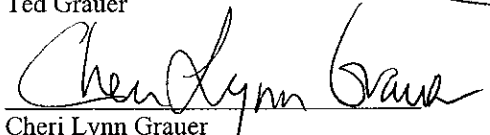
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement Agreement.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 13 day of April, 2004.

Grantor:

  
Ted Grauer

  
Cheri Lynn Grauer

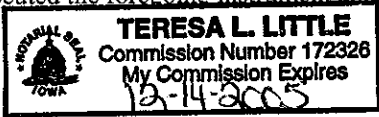
Grantee:

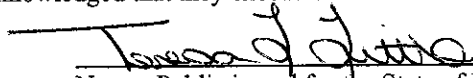
  
Clifford A. Newman

  
Sharon R. Otte

STATE OF IOWA )  
 ) SS  
MADISON COUNTY )

On this 13<sup>th</sup> day of April, 2004, before me, the undersigned a Notary Public in and for said County and State, personally appeared Clifford A. Newman and Sharon R. Otte 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.

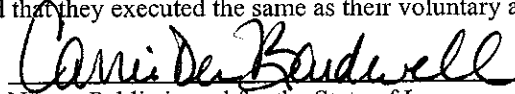


  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) SS  
MADISON COUNTY )

On this 13<sup>th</sup> day of April, 2004, before me, the undersigned a Notary Public in and for said County and State, personally appeared Ted Grauer and Cheri Lynn Grauer 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

