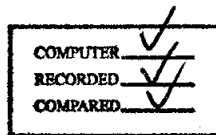


FILED NO. **3383**

BOOK **2003** PAGE **3383**

2003 JUN 10 PM 12: 38

REC \$ **10⁰⁰**
AUD \$ **1⁰⁰**
R.M.F. \$ **1⁰⁰**



MICKI UTSLER
RECORDER

(515)462-3731 IOWA

Preparer

Information: ✓ Jerrold B. Oliver P.O. Box 230 Winterset

EASEMENT AGREEMENT

Jerry C. Ayers, Single, hereinafter called "Grantor", for valuable consideration, does hereby grant to Paul Hutton, Tom Hutton and Sam Hutton, hereinafter called "Grantees", and to their heirs, successors and assigns, owners of the following described real estate:

Parcel "P", located in the West Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 2.006 acres, as shown in Plat of Survey filed in Book 2, Page 453 on August 18, 2000, in the Office of the Recorder of Madison County, Iowa

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

The North 30.00 feet of the West 470.00 feet of the East 500.00 feet of the Southwest Quarter of the Northeast Quarter of Section 23, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, EXCEPT the North Five (5) acres thereof

together with the right of ingress and egress over and across said easement area for the purpose of constructing, repairing and maintaining a sanitary sewer line upon and under said easement area.

The Grantor warrants and covenants to the Grantees that he is the owner of the real estate upon which said easement area is situated, that he has full right and authority to validly grant this easement, and that Grantees may quietly enjoy their 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.

Grantees 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. This easement shall terminate in the event the items installed in the easement area are removed by Grantees, their heirs, successors or assigns.

Dated this 4 day of June, 2003.

Jerry C. Ayers
Jerry C. Ayers, Grantor

Paul Hutton
Paul Hutton, Grantee

Tom Hutton
Tom Hutton, Grantee

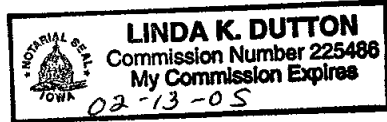
Sam Hutton
Sam Hutton, Grantee

STATE OF IOWA :
:SS
MADISON COUNTY :

On this 4th day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry C. Ayers, to me personally known to be the identical person named in and show executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Linda K. Dutton
Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
MADISON COUNTY :



On this 10th day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Hutton, Tom Hutton, and Sam Hutton, to me personally known to be the identical persons named in and show executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Chasidy A. Hutton
Notary Public in and for the State of Iowa

