



**EASEMENT**

This Easement, is made and entered into this 19 day of December, 2005, by and between John S. Mills, a single person, hereinafter referred to as Grantor, and Russell Eugene Murphy and Jan Marie Murphy, husband and wife, hereinafter referred to as Grantees.

**WITNESSETH:**

Grantor is the owner of the following described real estate, to-wit:

The Southwest Fractional Quarter of Section 7, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT Parcel "C" a Part of the SW Fractional ¼ of Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at a point that is S 89°48'53" W a distance of 770.81' from the S¼ corner of said Section 7; thence S 89°48'54" W a distance of 463.94'; thence N 00°23'04" E a distance of 504.96'; thence N 89°49'35" E a distance of 275.39'; thence S 00°38'33" W a distance of 352.91'; thence N 89°48'53" E a distance of 171.50'; thence S 26°42'06" E a distance of 39.63'; thence S 00°05'14" W a distance of 116.55' to the point of beginning, having an area of 3.835 acres 167050.30 square feet.

Grantees are the owners of the following described real estate, to-wit:

Parcel "C" a Part of the SW Fractional ¼ of Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at a point that is S 89°48'53" W a distance of 770.81' from the S¼ corner of said Section 7; thence S 89°48'54" W a distance of 463.94'; thence N 00°23'04" E a distance of 504.96'; thence N 89°49'35" E a distance of 275.39'; thence S 00°38'33" W a distance of 352.91'; thence N 89°48'53" E a distance of 171.50'; thence S 26°42'06" E a distance of 39.63'; thence S 00°05'14" W a distance of 116.55' to the point of beginning, having an area of 3.835 acres 167050.30 square feet.



WHEREAS, Grantees are desirous of obtaining an easement over and across Grantor's real estate for the purpose of ingress and egress to and from Grantee's above described real estate.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby by these presents give, grant and convey unto Grantees a permanent easement for the purpose of ingress and egress over, and across the following described portion of Grantor's real estate, to-wit:

An easement for driveway purposes lying over and across a part of the Southeast Quarter of the Southwest Fractional Quarter of Section 7, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa and more particularly described as follows: Beginning at the Southeast Corner of Parcel "C" according to a Plat of Survey recorded in Book 2005, Page 3401 in the Office of the Madison County Recorder; thence N 00°05'14" E a distance of 116.55 feet; thence N 26°42'06" W a distance of 39.63 feet; thence N 89°48'53" E a distance of 32.86 feet; thence S 00°05'14" W a distance of 152.01 feet; thence S 89°48'53" W a distance of 15.00 feet to the point of beginning, having an area of 0.060 acres 2596.85 square feet.

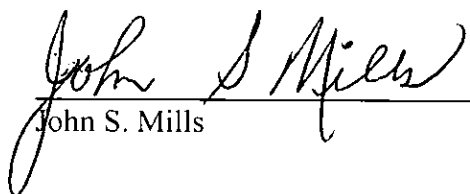
1. This easement created shall be used by the Grantees for ingress and egress to and from Grantees' real estate, and for no other purpose. Grantees may allow other persons to use the easement for access to Grantees' property, provided that such person or persons shall use the easement for ingress and egress only, and for no other purpose. Grantor his heirs, successors and assigns may use the easement strip for any purpose, provided that they do not use it so as to prevent the free and uninterrupted use of said easement.

2. Grantor and Grantees expressly agree not to leave any vehicles, personal property or any other property on the easement area that would hinder, obstruct, or prohibit the use of the easement for ingress and egress. Grantor and Grantees expressly agree to use the easement area for ingress and egress only.

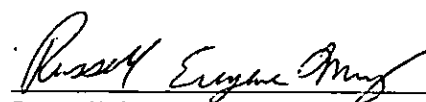
3. This easement shall inure to the benefit of the owner's of the Grantee's real estate above described and shall be deemed to be a covenant running with the title to the land of the Grantor and Grantee, and shall be binding upon the parties, heirs, successors, and assigns, provided, however, that this easement may be amended or released at any time by the appropriate agreement for that purpose entered into by and between the owners of both parcels of said real estate, duly executed and filed of record in the Office of the Recorder of Madison County, Iowa.

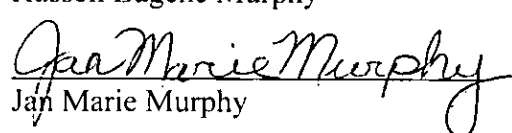
IN WITNESS WHEREOF, the parties herein have set their hands this 19 day of December, 2005.

First Party

  
\_\_\_\_\_  
John S. Mills


Second Party

  
\_\_\_\_\_  
Russell Eugene Murphy

  
\_\_\_\_\_  
Jan Marie Murphy

STATE OF IOWA :  
 : SS  
MADISON COUNTY :

On this 19 day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John S. Mills to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

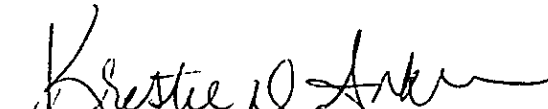
  
\_\_\_\_\_  
Notary Public in and for the State of Iowa.

(SEAL)



STATE OF IOWA )  
 ) SS  
MADISON COUNTY )

On this 19 day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Russell Eugene Murphy and Jan Marie Murphy to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

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



(SEAL)