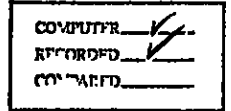


Document 2006 1793

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MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA



**RIGHT OF WAY EASEMENT**  
Recorder's Cover Sheet

**Preparer Information:**

JOHN E. CASPER, 223 EAST COURT AVENUE, WINTERSET, (515) 462-4912

**Taxpayer Information:**

James William Akers and Mary Joann Akers  
216 South 5th Street  
Winterset, Iowa 50273

✓ **Return Address**

John E. Casper  
PO Box 67  
Winterset, Iowa 50273

**Grantors:**

Heath L. Pomeroy and Melissa A. Pomeroy

**Grantees:**

James William Akers and Mary Joann Akers

**Legal Description:** The West Seventy-five feet (75') of the East Half (E ½) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa; and, the West Seventy-five feet (75') of the North One Hundred feet (100') of the East Half (E ½) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa,

**Document or instrument number if applicable:**

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Heath L. Pomeroy and Melissa A. Pomeroy, 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 James William Akers and Mary Joann Akers, their successors and assigns, hereafter called the Grantee, the perpetual right and easement to use, maintain, operate as an ingress and egress private right-of-way upon, along and over the following described property situated in Madison County, Iowa, to-wit:

**The West Seventy-five feet (75') of the East Half (E ½) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa; and, the West Seventy-five feet (75') of the North One Hundred feet (100') of the East Half (E ½) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa,**

The Grantor warrant and covenant 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.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or adjacent to which overhang the same, and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will

interfere with the use of the right-of-way as access to the Grantee's real estate legally described as:

**The West Half (W ½) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa,**


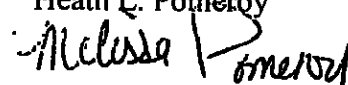
In consideration of such grant, the parties further agree the Grantor reserves the right to use the easement area as access to the Grantor's real estate; subject to the foregoing, the Grantee may fence-in the easement area; the Grantee may allow the general public access to the easement area; and, the Grantee may change the real estate grade to improve or to hard-surface the easement area consistent with Madison County Land Disturbing Activity Regulations and Subdivision standards and Regulations.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted and that no buildings or structures or other improvements will be erected upon the easement property.



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 \_\_\_\_ day of May, 2006.

Grantor:

  
\_\_\_\_\_  
Heath L. Pomeroy  
  
\_\_\_\_\_  
Melissa A. Pomeroy

Grantee:

  
\_\_\_\_\_  
James William Akers  
  
\_\_\_\_\_  
Mary Joann Akers

STATE OF IOWA :  
:ss  
MADISON COUNTY:

On this 5th day of May, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Heath L. Pomeroy and Melissa A. Pomeroy, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



*Terri L. Collins*  
Terri L. Collins Notary Public  
in and for the State of Iowa

STATE OF IOWA :  
:SS  
MADISON COUNTY:

On this 1st day of May, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared James William Akers and Mary Joann Akers, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



*Susan K. Aller*  
Susan K. Aller Notary Public  
in and for the State of Iowa