

FILED NO. 3198

BOOK 141 PAGE 116

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MICHELLE UTSLER RECORDER MADISON COUNTY.10WA

JOHN A. TYMESON and JODI S. TYMESON, husband and wife, hereinafter called "Grantors", in consideration of the sum of one dollar (\$1.00) and other valuable consideration, do hereby grant to ROBERT CRASE, hereinafter called "Grantee", an Easement twenty (20) feet in width over and across the following described real estate:

The North 545.5 feet of the following described tract of real estate, to-wit: The West 49.33 Acres of the West Fractional Half (½) of the Northwest Quarter (½) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except the North 595 feet thereof and except that part thereof lying north and west of the public highway which runs along the Northwest part thereof and begin known as U.S. Highway #169,

for use as a driveway for purposes of ingress and egress to Grantee's adjacent property lying East of the above described real estate. Said Easement shall run from Highway 169 East parallel to the South boundary to the East line of the above described real estate. Both Grantors and Grantee shall have the right to use said driveway and shall be jointly responsible for the maintenance of such driveway.

This Easement shall terminate in the event Grantee sells his adjacent real estate or in the event he ceases to occupy such real estate. This Easement shall not terminate in the event Grantors sell the above described real estate.

The Grantors warrant and covenant to the Grantee that they are the owners of the real estate upon which said Easement area is situated and that they have full right and authority to validly grant this Easement and the Grantee may quietly enjoy their estate in the premises.

Grantors covenant 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

Dated this 25 day of January, 1999.

John A. Tymeson

Robert Crase

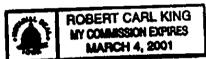
Jodi S. Tymeson

STATE OF IOWA

SS

MADISON COUNTY

On this 35 day of ______, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, John A. Tymeson and Jodi S. Tymeson, to me known to be the identical persona named in and who executed the within and 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 25 day of January, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Robert Crase, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed:

ROBERT CARL KING
MY COMMISSION EXPIRES
MARCH 4, 2001

Notary Public in and for the State of Iowa

DEED RECORD 141