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511 SW Third St.  
Ankeny, IA 50021-3047

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MICHELLE UTSELL  
RECORDER  
MADISON COUNTY, IOWA

Prepared By: R. J. Wagener, 511 SW Third St., Ankeny, IA 50021-3047

Telephone: 515-984-4277

(Space above line for Recorder's Use)

### EASEMENT

THIS EASEMENT made this 30<sup>th</sup> day of July, 1997, by and between **MARK L. LILLIE and BARBARA C. LILLIE, husband and wife**, (hereinafter referred to as "Lillie"), and **CHARLES T. BOYLAN and HELEN BOYLAN, husband and wife**, (hereinafter referred to as "Boylan"), WITNESSETH:

WHEREAS, Lillie is the owner of real property legally described as:

A tract of land commencing at a point 567 feet E. Of the NW corner of the NE 1/4, NE 1/4 of Section 29-76-28, Madison County, Iowa, which point is in the middle of the road on the N side of said 40 acre tract, running thence S 235 feet, thence E 335 feet, thence N 235 feet to the middle of said road, thence W 335 feet to the point of beginning, containing 1.81 acres, more or less, including county road right-of-way, (hereinafter referred to as Parcel A),



WHEREAS, Boylan is the owner of real property legally described as:

The SE 1/4 of the SE 1/4 of Section 20, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, except 1 acre in the SW corner thereof used for cemetery purposes, subject to any easements heretofore given for highway purposes, (hereinafter referred to as Parcel B); and,

WHEREAS, a septic system located on a part of Parcel A owned by Lillie, has a discharge pipe which extends North underneath the County road right-of-way and encroaches on Parcel B owned by Boylan,

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) to Boylan in hand paid, the receipt of which is hereby acknowledged, Boylan does by these presents, give, grant and convey unto Lillie, their heirs, successors or assigns, the right to continue discharging effluent over, under and through Parcel B at the termination point of said discharge pipe; and, to maintain said discharge pipe as it presently exists over the South line of said Parcel B above described, together with the right to enter upon Boylan's land for the purpose of maintaining, repairing, replacing or improving said pipe.

The easement created hereby shall be a covenant running with the land and shall be binding upon the undersigned, Boylan's, and upon their heirs, successors and assigns.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have set their hands this 30<sup>th</sup> day of July, 1997.

Mark L. Lillie  
Mark L. Lillie

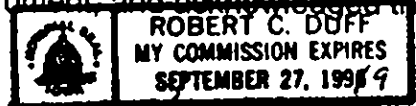
Charles T. Boylan  
Charles T. Boylan

Barbara C. Lillie  
Barbara C. Lillie

Helen Boylan  
Helen Boylan

STATE OF IOWA, COUNTY OF MADISON ) ss.

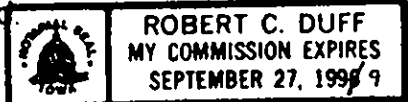
On this 30<sup>th</sup> day of JULY, 1997, before me, a Notary Public in and for said State and County, personally appeared Mark L. Lillie and Barbara C. Lillie, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Robert C. Duff  
Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF MADISON ) ss.

On this 30<sup>th</sup> day of JULY, 1997, before me, a Notary Public in and for said State and County, personally appeared Charles T. Boylan and Helen Boylan, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Robert C. Duff  
Notary Public for the State of Iowa