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FILED NO. 826  
 BOOK 133 PAGE 396  
 94 SEP 21 AM 10:35

MICHELLE UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

**EASEMENT**

**CAROL G. SELSOR**, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant to **WILLIAM McGRATH**, hereinafter called "Grantee", and to his successors or assigns, the perpetual right and easement over, under and across the following-described real estate in Madison County, Iowa, to-wit:

*A tract of land described as follows: Commencing at the Southwest Corner of the North Three-fourths (N 3/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-two (22) in Township Seventy-five (75) North, Range Twenty-eight (28), thence North 325.1 feet along the West line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), thence North 71°56' East 137.5 feet along a County Road, thence North 15°38' West 122.0 feet; thence North 52°02' East 139.3 feet to the point of beginning, thence North 86°10' East 240.9 feet, thence North 50 feet, thence South 86°10' West 240.9 feet, thence South 50 feet to the point of beginning.*

together with the right of ingress and egress over and across said easement area for the purpose of constructing, operating, repairing and maintaining laterals for a septic tank.

The Grantor warrants and covenants to the Grantee that she is the owner of the real estate upon which said easement area is situated, that said real estate is free and clear of liens and encumbrances; that she has full right and authority to validly grant this easement; and the Grantee may quietly enjoy his estate in the premises.

Grantor covenants that no act will be permitted within the easement area which is inconsistent with the rights hereby granted. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

In consideration of such grant, Grantee agrees that he will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of said laterals.

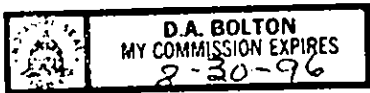
Dated: September 20, 1994.

Grantor:  
Carol G. Selsor  
Carol G. Selsor

Grantee:  
William McGrath  
William McGrath

STATE OF IOWA :  
:SS  
MADISON COUNTY :

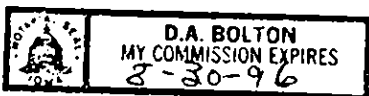
On this 20<sup>th</sup> day of SEPTEMBER, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Carol G. Selsor, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



D.A. Bolton  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
:SS  
MADISON COUNTY :

On this 20<sup>th</sup> day of SEPTEMBER, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared William McGrath, to me personally 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.



D.A. Bolton  
Notary Public in and for the State of Iowa