

FILED NO. ~~1906~~

BOOK 127 PAGE 131

90 MAR 27 PM 2: 57

RIGHT-OF-WAY EASEMENT

REC.  
PAGE

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$10.00

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, Audrey H. Collins, individually and Jerrold B. Oliver and Audrey H. Collins as Trustees of the Rival W. Collins Trust, hereafter called the Grantor, in consideration of the sum of \$1.00, does hereby grant to Dean Mapes and Barbara Jean Mapes, hereafter called the Grantee, and to his successors or assigns, the perpetual right and easement to enter upon and over the following described real estate situated in Madison County, Iowa, to-wit:

Commencing at the NW Corner of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence S 89°11'26" E, 191.41 ft. on the north line of the Northwest Fractional Quarter (¼) Northwest Quarter (¼) of said Section Nineteen (19) to the Point of Beginning; thence continuing S 89°11'26" E, 42.03 feet on said north line; thence S 18°42'27" W., 88.78 feet; thence N 74°39'33" W, 40.07 feet; thence N 18°42'27" E, 78.21 feet to the Point of Beginning; containing 0.08 acre, more or less

as an access right-of-way to the adjoining farm lands of the Grantee incident to and as part of Grantee's farm operations thereon.

The Grantors warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this Easement, they are 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.

The 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 overhanging the same; and, the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind of other obstructions wherever in their judgment such will interfere with or endanger the use of the above described real estate as an access right-of-way to Grantee's adjoining farm land.

In consideration of such grant, the Grantee agrees it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, use, maintenance, inspection, or operation of this access right-of-way.

The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures will be erected upon said property; and, that the present grade or ground level thereof will not be changed by excavation or filling.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated on this 16th day of March, 1990.

Audrey H. Collins  
Audrey H. Collins, individually  
and as Trustee of the  
Rival W. Collins Trust

Jerrold B. Oliver  
Jerrold B. Oliver, Trustee  
of the Rival W. Collins Trust

Dean Mapes  
Dean Mapes

Barbara Jean Mapes  
Barbara Jean Mapes

STATE OF IOWA )  
                  ) SS  
MADISON COUNTY )

On this 16th day of March, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Dean Mapes and Barbara Jean Mapes 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.

John E. Casper Notary Public in and for said State

STATE OF IOWA )  
                  ) SS  
MADISON COUNTY )

On this 16th day of March, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Audrey H. Collins to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

Julia A. Snyder Notary Public in and for said State

STATE OF IOWA )  
                  ) SS  
MADISON COUNTY )

On this 16th day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Audrey H. Collins and Jerrold B. Oliver, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Julia A. Snyder Notary Public in the State of Iowa