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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**EASEMENT AGREEMENT**  
Recorder's Cover Sheet

**Preparer Information:**

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

**Taxpayer Information:**

✓ **Return Address**

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

**Grantors:**

SEE PAGE 2

**Grantees:**

SEE PAGE 2

**Legal Description:** SEE PAGE 2

**Document or instrument number if applicable:**

## EASEMENT AGREEMENT

Wilmarie McDonald, Single, hereinafter called "Grantor", for valuable consideration, do hereby grant to John K. McDonald and Susan C. McDonald as joint tenants with full rights of survivorship and not as tenants in common, hereinafter called "Grantees", the perpetual right and easement upon, under and across the following described real estate:

The North 66' of Parcel "A" of the Southwest Quarter of the Southwest Quarter of Section 25, Township 75 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa, as shown in the Plat of Survey filed in Book 2, Page 594 of the Recorder's Office of Madison County, Iowa

for the purpose of ingress and egress over and across said easement area together with the right to construct, repair and maintain a right-of-way for such purposes of ingress and egress over said easement area and for the purpose of constructing, repairing and maintaining utilities, including but not limited to above ground or underground lines for water, electric, gas, telephone, television and internet cables whether constructed above ground or underground.

The Grantor warrants and covenants to the Grantees that she is the owner of the real estate upon which said easement area is situated, that she has full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

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

Grantees shall be solely responsible for the repair and maintenance of all items installed in the easement area and shall, upon installation, maintenance or repair of any item installed in the easement area, restore the surface of the easement area to its condition existing prior to such installation, repair or maintenance.

Dated this 19 day of August, 2010.

Wilmarie M. McDonald  
Wilmarie McDonald

John K. McDonald  
John K. McDonald

Susan C. McDonald  
Susan C. McDonald

STATE OF IOWA :  
POIK :SS  
MADISON COUNTY :

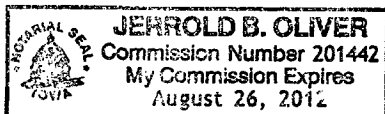
On this 19 day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Wilmarie McDonald, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Trisha Smith  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
:SS  
MADISON COUNTY :

On this 19 day of Aug, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared John K. McDonald and Susan C. McDonald, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Jerrold B. Oliver  
Notary Public in and for the State of Iowa