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Book 2012 Page 2141 Type 06 001 Pages 4

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

MUTUAL RESCISSION AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067
(515) 462-4912

$\frac{2}{3}$

Taxpayer Information: (name and complete address)

Daniel J. Nielsen and Lonna J. Nielsen, 1863 Earlham Road, Winterset, IA 50273

Return Document To: (name and complete address)

Kathleen K. Law, 700 Walnut, Suite 1600, Des Moines, IA 50309

Grantors:

Daniel J. Nielsen
Lonna J. Nielsen

Grantees:

Billy J. Tucker
Kimberly L. Tucker

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Book 2011 at Page 658

MUTUAL RESCISSION AGREEMENT

Whereas, Lonna J. Nielsen and Daniel J. Nielsen, Husband and Wife, (hereafter the Grantor) and Billy J. Tucker and Kimberly L. Tucker also known as Kimberly J. Tucker, Husband and Wife, (hereafter the Grantee) made and entered into a private right of way easement filed for record on December 10, 2009 in the Madison County Recorder's Office in Record Book 2009 at Page 3722 and the Corrected Easement for Access, dated March 4, 2011 and filed for record on March 10, 2011 in the Madison County Recorder's Office in Record Book 2011 at Page 658 (hereafter these documents referred collectively as the Easement Agreement);

Whereas, the Grantor has conveyed all their right, title and interest in the real estate subject to this Easement Agreement to Stephen F. Dryden and Patricia L. Dryden, Husband and Wife, (hereafter the Successors) by a Warranty Deed filed for record on April 7, 2011 in the Madison County Recorder's Office in Book 2011 at Page 886 and by reason of this Deed the Successors are now the record title holders to the real estate subject to this Easement Agreement;

Whereas, this Easement Agreement was for the benefit of the Grantee's real estate legally described as:

Parcel "H" located in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 53.50 acres, as shown in Plat of Survey filed in Book 2009, Page 3562 on November 24, 2009, in the Office of the Recorder of Madison County, Iowa.



Whereas, under the Easement Agreement, the Grantor's real estate thereupon has been burdened with the right of way and other terms and conditions of the Easement Agreement, which Grantor's real estate is legally described as:

The East 30 feet of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) that lies between the North line of Parcel "D", located in the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) as shown in the Plat of Survey filed December 15, 2004, in Book 2004, Page 5935, in the Office of the Recorder of Madison County, Iowa, and the South line of Parcel "B", located in the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) as shown in Plat of Survey filed in Book 2, Page 678 on May 6, 1996 in the Office of the Recorder of Madison County, Iowa; AND a strip of land 30 feet wide described as beginning 30 feet West of the Southeast corner of said Parcel "B", thence West along the South Boundary line of said Parcel "B" to the Southwest corner thereof (which is also the Southeast corner of Parcel "H" owned by Grantee herein), thence continuing West 30 feet along the South boundary line of said Parcel "H", thence South 30 feet, thence East to a point 30 feet West of the East section line, thence North to the Point of Beginning.

Whereas, in consideration of the mutual promises and covenants among the undersigned parties, the undersigned parties mutually desire to rescind and cancel in all respects this Easement Agreement and restore the parties to the position at the time of making this Easement Agreement on the terms as provided below.

IT IS THEREFORE AGREED by the undersigned parties as follows:

1. The Easement Agreement described above is hereby canceled and rescinded in all respects as fully as though this Easement Agreement had not ever been made and entered into by the parties thereto.
2. The Grantee, and the future Successors or Assigns, by their execution of this Rescission Agreement hereby relinquish, quit claim and surrender all right, title and interest in and to the Grantor's real estate legally described in this Agreement.

This Mutual Rescission Agreement is made and entered into by the parties at Winterset, Iowa on the 18 day of July, 2012.

Grantors:

[Signature]
Daniel J. Nielsen

Grantees:

[Signature]
Billy J. Tucker

[Signature]
Lonna J. Nielsen

[Signature]
Kimberly L. Tucker

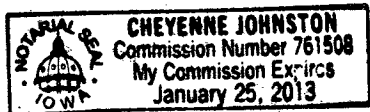
Successors:

[Signature]
Stephen F. Dryden

[Signature]
Patricia L. Dryden

STATE OF IOWA)
)ss
MADISON COUNTY)

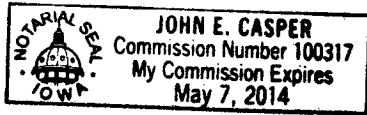
This instrument was acknowledged before me on July 18, 2012 by Daniel J. Nielsen and Lonna J. Nielsen.

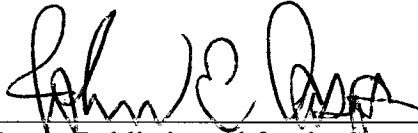


[Signature]
Notary Public in and for the State of Iowa

STATE OF IOWA)
)ss
MADISON COUNTY)

This instrument was acknowledged before me on July 19, 2012 by Billy J. Tucker and Kimberly L. Tucker.

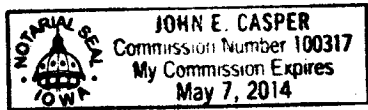


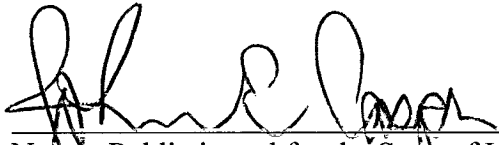


Notary Public in and for the State of Iowa

STATE OF IOWA)
)ss
MADISON COUNTY)

This instrument was acknowledged before me on July 19, 2012 by Stephen F. Dryden and Patricia L. Dryden.





Notary Public in and for the State of Iowa