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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $5.00
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Compared

RIGHT-OF-WAY EASEMENT

James Blair and SharonBlair, husband and wife, hereinafter called the grantor, do hereby grant to the owners of Lots in the Evans Rural Estates located in Section 25, Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, their successors, assigns and invitees, the perpetual right and easement for a private drive access right-of-way and utility easement upon the real estate legally described as:

> The East Ten (10) Feet of the West Thirty-five (35) Feet of the North One Hundred (100) Feet of Lot Four (4) of the Evans Rural Estates in Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

In consideration of this grant, Grantee agrees to pay Grantor the sum of One Dollar ($1.00), receipt of which Grantor hereby acknowledges. This consideration recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns by reason of the use of the above described real estate as a private drive right-of-way and utility easement. The Grantee covenants to use the easement premises so that no unreasonable damage will result from its use to the adjacent land of the Grantor, their successors and assigns.

The Grantor covenants that no act will be permitted which is inconsistent with the rights hereby conveyed to the Grantee including, but not limited to, the erection of buildings or other structures and improvements upon the easement premises. The Grantor further covenants to remove the trees planted upon the easement premises on or before July 1, 1987.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, and the right to remove from the above described easement premises any obstructions which will interfere with or endanger the use of the easement premises for the purposes herein stated. This grant shall be subject to the rights of the Grantor to remove the trees planted upon the premises on or before July 1, 1987 and to the right of the Grantor to have and maintain the well located upon the existing easement area.

This agreement shall run with the land and bind the heirs, successors and assigns of the Grantor.

The Grantor covenants that the Grantee that they are the owner of the above described real estate and have the full right and authority to validly grant this easement and the Grantee may quietly enjoy the easement premises.

Dated on this 12th day of June, 1986 at Des Moines, Iowa.

James C. Blair
James Blair

Sharon L. Blair
Sharon Blair

STATE OF IOWA)
) ss
POLK COUNTY)

On this 12th day of June, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared James Blair and Sharon Blair to me 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.

Patricia A. Beier, Notary Public in and for the State of Iowa

PATRICIA A. BEIER
NOTARIAL SEAL
IOWA