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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee
$6.00

EASEMENT

Winterset Development Company, a limited partnership organized under the laws of the State of Iowa, in consideration for the sum of $1.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Jeffrey W. Voorhees and Michael G. Voorhees, as tenants in common, and their successors and assigns, an easement over the following-described portion of Lot 27 to reach all that part of Lot 27 which is west of the west line of the following-described easement property, with the west line of the said easement property extended south to the southern boundary of Lot 27 in Northwest Development - Plat 1 to the City of Winterset:

> Commencing at the Northeast Corner of Lot 26, thence South along the Eastern boundary of Lot 26 to a point 50 feet South of the Southeast Corner of Lot 26, thence East 50 feet, thence North to and along the Western boundary of Lot 28 to the Northwest Corner of Lot 28, thence in a Westerly direction to the point of beginning, all in Northwest Development - Plat 1 to the City of Winterset, Madison County, Iowa.

Through this easement, Winterset Development Company grants the following rights:

1. The right to construct, use and maintain an access road through the above-described easement property.

2. The right to construct, use, maintain and remove standard utility and drainage facilities, including, but not limited to, the following:

   a. The right of the City of Winterset, Iowa, and its assigns, for utility and drainage purposes, to construct, maintain and remove electric lines, wires, conduits, water pipelines, drain tile, sewer tile, and all other necessary utility installations;

   b. The right of Northwestern Bell Telephone Company, and its assigns, to construct, maintain and remove telephone lines, wires, conduits and other necessary installations;

   c. The right of Iowa Power & Light Company, and its assigns, to construct, maintain and remove gas lines and ancillary utility installations;

   d. The right of Winterset Cablevision, and its assigns, to construct, maintain and remove cable television lines and equipment and other ancillary installations.

In further consideration for this grant, grantees, or their assigns, shall be obligated to repair or pay for damage caused to the above-described easement property by the exercise of the above-described easement rights.

The grantor, or its assigns, shall have the right of full enjoyment and use of the above-described easement property, except such as will be inconsistent with this easement. This easement shall never be exercised in such a way as to prevent reasonable access to the eastern portion of the above-described Lot 27.

The terms, conditions and provisions of this easement shall run with the land and be binding on heirs, administrators, executors, successors and assigns of both parties. This easement shall continue until cancelled by mutual written consent.

WINTERSET DEVELOPMENT COMPANY

By _____
Jeffrey W. Voorhees, General Partner

By _____
Michael G. Voorhees, General Partner

ACKNOWLEDGEMENT

STATE OF IOWA:
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MADISON COUNTY:

On this 30th day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey W. Voorhees and Michael G. Voorhees, to me personally known, who being by me duly sworn did say that they are general partners in Winterset Development Company, a limited partnership, and that said instrument was signed on behalf of the said limited partnership by authority of the general partners, and the said general partners acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership by it and by them voluntarily executed.

My commission expires September 30, 1981.

G. STEPHEN WALTERS Iowa NOTARY SEAL

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G. Stephen Walters (Notary Public)