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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER ☒
RECORDED ☒
COMPARED _____

REC \$ 15⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

✓ Env.

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

EASEMENT

THIS EASEMENT is made and entered into by and between Master Griller, Inc., an Iowa corporation, herein referred to as "Master Griller", and Michael L. McLaughlin and Kathleen F. McLaughlin, husband and wife, herein referred to as "McLaughlins";

WITNESSETH:

Master Griller is the owner of the following described real estate, to-wit:

The North 31 feet of the West 95 feet of Lot Six (6) in Block Ten (10), Original Town of Earlham, Madison County, Iowa.

McLaughlins are the owners of the following described real estate, to-wit:

The West 95 feet of Lot Six (6) in Block Ten (10), Original Addition to the Town of Earlham, Madison County, Iowa, EXCEPT the North 31 feet thereof.

Master Griller and McLaughlins are adjoining property owners. Their common boundary line is the South line of Master Griller's real estate and the North line of McLaughlin's real estate. McLaughlins desire an easement over and across a portion of Master Griller's real estate for the purposes hereinafter set forth, and Master Griller desires to grant McLaughlins the easement.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants contained herein, Master Griller by these presents hereby grants and conveys unto McLaughlins an easement for the purposes hereinafter set forth over and across the following described portion of Master Griller's real estate, to-wit:

The West 10 feet of the North 31 feet of the West 95 feet of Lot Six (6) in Block Ten (10), Original Addition to the Town of Earlham, Madison County, Iowa.

1. The easement created shall be used by McLaughlins to install and thereafter maintain, repair and if necessary replace lines, cables and appurtenant equipment over, under and across the easement strip for utility, communication, and data transmission services of any nature and kind, including but not limited to sewer, water, gas, and electrical utilities, and electronic, cable television, communication and data transmission services.

2. This easement shall be deemed to be a covenant running with the title to Master Griller's real estate and McLaughlins' real estate, and shall bind and benefit the parties' successors in interest; provided, however, this easement may be amended or released at any time by the parties or their successors in interest by appropriate agreement that is duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below their respective signatures.

MASTER GRILLER, INC.

By: Jon F. Horton
Jon F. Horton, President and Treasurer.
Dated 15 day of January, 2001.

Michael L. McLaughlin
Michael L. McLaughlin
Dated 15 day of January, 2001.

By: Joan C. Horton
Joan C. Horton, Vice President and Secretary.
Dated 15 day of January, 2001.

Kathleen F. McLaughlin
Kathleen F. McLaughlin
Dated 15 day of January, 2001.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 15 day of January, 2001, before me, the undersigned a Notary Public in and for said state, personally appeared Michael L. McLaughlin and Kathleen F. McLaughlin 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.



Carla J Vasey
Notary Public in and for the State of Iowa.

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 15 day of January, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jon F. Horton and Joan C. Horton, to me personally known, who being by me duly sworn, did say that they are the President and Treasurer; and Vice President and Secretary, respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Jon F. Horton and Joan C. Horton as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Carla J Vasey
Notary Public in and for the State of Iowa.