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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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UTILITY EASEMENT
Recorder's Cover Sheet

Preparer Information:

JOHN E. CASPER, 223 EAST COURT AVENUE, WINTERSSET, (515) 462-4912

Taxpayer Information:

James William Akers and Mary Joann Akers
216 South 5th Street
Winterset, Iowa 50273

Return Address

John E. Casper
PO Box 67
Winterset, Iowa 50273

Grantors:

Heath L. Pomeroy and Melissa A. Pomeroy

Grantees:

James William Akers and Mary Joann Akers

Legal Description: The South Thirty-two (32) feet of the North Sixty-five (65) feet of the East Half of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

Document or instrument number if applicable:

UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned owners, Heath L. Pomeroy and Melissa A. Pomeroy, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to James William Akers and Mary Joann Akers, hereafter called the Grantee, and their successors and assigns, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove electrical and water utilities including the line with equipment and accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of these utilities services over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

**The South Thirty-two feet (32') of the North Sixty-five feet (65') of the East Half
(E ½) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of
Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-six (26)
West of the 5th P.M., Madison County, Iowa,**

The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

The Grantor shall not erect any structure or improvement over or within the Easement Area without first obtaining the Grantee's written approval. The planting of trees, shrubs and other such plantings (e.g., flowers) may be placed in the Easement Area but are subject to removal by the Grantee without compensation if removal is required for the utility maintenance, repair or replacement.

The Grantor shall not change the grade, elevation or contour of any part of the Easement Area without the prior, written consent of the Grantee.

The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area described above including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

In consideration of such Grant, the Grantee shall cause the Easement Area to be left in a reasonable and workmanlike condition without cost to the Grantor arising from the subsequent reconstruction, repair or replacement of the utility and will either repair or pay for any damage which may be caused to crops, fences or other property of the Grantor by the reconstruction, operation, maintenance, inspection, patrolling or removal or replacement of the utility. However, the Grantee shall not be liable for, or otherwise required to repair damage, if the damage is the result of the Grantor's violation of the terms of this Easement Agreement.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

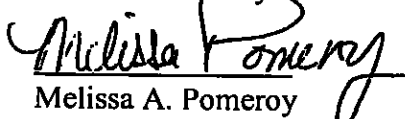
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement Agreement.

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

Dated this __ day of May, 2006.

Grantor:


Heath L. Pomeroy


Melissa A. Pomeroy

Grantee:


James William Akers


Mary Joann Akers

STATE OF IOWA :
:SS
MADISON COUNTY:

On this 5 day of May, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Heath L. Pomeroy and Melissa A. Pomeroy, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

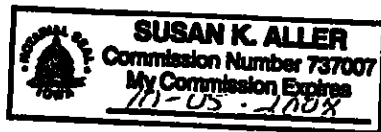


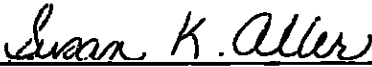


Terri L. Collins Notary Public
in and for the State of Iowa

STATE OF IOWA :
:SS
MADISON COUNTY:

On this 1st day of May, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared James William Akers and Mary Joann Akers, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.





Susan K. Aller Notary Public
in and for the State of Iowa