

Deed Record, No. 94, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 64-5012

Earl E. Crawford et al	#408	Filed for record the 28 day of February
To		A.D. 1967 at 3:03 o'clock P. M.
Rufus A. Ramsey	Fee \$3.50	Mary E. Welty, Recorder

I.M.M.

AGREEMENT LOCATING EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT, made and entered into by and between Earl E. Crawford and Hazel A. Crawford husband and wife, hereinafter referred as to "Crawfords", and Rufus A. Ramsey, hereinafter referred to as "Ramsey", WITNESSETH:

WHEREAS, Crawfords are the holders of the fee title to the following described real estate to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, Ramsey is the owner of the following described real estate, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa,

and,

WHEREAS, Ramsey has an easement for ingress and egress from the real estate owned by him over and across the real estate hereinbefore described as belonging to Crawfords, and,

WHEREAS, the parties hereto are desirous of definitely locating said easement for ingress and egress.

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. That the easement held by Ramsey for ingress and egress to the real estate owned by him shall be located on the following described strip of real estate, to-wit:

Commencing at the Northwest Corner of Section Thirty-two (32), thence South along the section line to the Northeast Corner of the real estate hereinbefore described as belonging to Ramsey, thence South for a distance of three (3) rods, thence East two (2) rods, thence North parallel with the West line of Section Thirty-two (32) to the North line of said Section Thirty-two (32), thence West two (2) rods to the place of beginning.

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IT IS FURTHER AGREED, as a condition for the use of said easement, Crawfords, their heirs or assigns, may at any time demand that Ramsey, his heirs or assigns, shall erect and maintain a tight fence along the east side of the strip covered by said easement.

IT IS FURTHER AGREED between the parties that this easement shall be construed as an easement running with the land and shall be appurtenant to the land owned by Ramsey for the use of Ramsey, his heirs and assigns.

IT IS AGREED between the parties hereto that this Agreement is entered into for the purpose of defining the right of ingress and egress reserved by the Drake heirs at the time of the sale by them of a portion of the real estate hereinbefore described as owned by Crawfords and that said easement reserved by the Drake heirs shall be construed to be confined to the two-rod strip hereinbefore described.

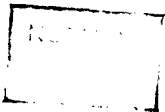
Dated at Winterset, Iowa, this 16th day of February, 1967.

Earl E. Crawford
Earl E. Crawford
Hazel A. Crawford
Hazel A. Crawford

Rufus A. Ramsey
Rufus A. Ramsey

STATE OF IOWA MADISON COUNTY : SS

On this 16th day of February, 1967, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Earl E. Crawford and Hazel A. Crawford and Rufus A. Ramsey 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.



Shirley A. Webster
Shirley A. Webster Notary Public
in and for Madison County, Iowa