

Deed Record, No. 86, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

|                     |                 |                                   |
|---------------------|-----------------|-----------------------------------|
| Alferd Binns & wife | #3213           | Filed for record the 2 day of May |
| To                  |                 | A. D. 1955 at 4:15 o'clock P. M.  |
| Wilbur F. Busch     | \$1.20          | Mary E. Welty, Recorder           |
|                     | <u>EASEMENT</u> |                                   |

THIS AGREEMENT made and entered into this 20th day of April, 1955, by and between Alferd Binns and Emma Gene Binns, husband and wife, parties of the first part, which expression shall include their heirs, executors, and administrators, assigns, or successors in interest to the real estate hereinafter described, and Wilbur F. Busch, party of the second part, which expression shall include his heirs, executors, administrators, assigns or successors in interest to the real estate owned by said second party hereinafter described, WITNESSETH:

WHEREAS parties of the first part are the owners and have title to the real estate situated in Madison County, Iowa, described as follows:

The South one-half (S½) of the Southwest Quarter (SW¼) of Section 22, and the North one-half (N½) of the Northwest Quarter (NW¼) of Section 27, all in Township 75 North, Range 29, West of the 5th P. M.,

WHEREAS second party is the owner of the real estate located in Madison County, Iowa,

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described as follows:

The South one-half ( $S\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of  
Section 22, Township 75 North, Range 29, West of the 5th P.M.,

WHEREAS all the parties hereto are desirous that there be created an easement across the real estate owned by first parties above described, for the purpose of ingress, egress and right of way for the benefit of the real estate owned by second party hereinbefore described,

NOW THEREFORE, it is hereby agreed as follows:

Parties of the first part do hereby grant, assign and set over to party of the second part an easement for the purpose of ingress, egress and right of way upon a strip of land fifty feet wide to permit the passage of farm machinery, implements, vehicles, and domestic animals, said strip of land being further described as follows:

Commencing at the Southwest corner of the North half ( $N\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 27, Township 75 North, Range 29 West of the 5th P. M., running thence east one-half mile to the Southeast corner of said North half of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 27, running thence north one-fourth mile to the Northeast corner of said North half of the Northwest Quarter ( $NW\frac{1}{4}$ ) of said Section 27, running thence North 24 feet beyond said Northeast corner,

said right of way created for the express purpose of permitting access, ingress, and egress to the South one-half of the  $SE\frac{1}{4}$ , Section 22, Township 75, North, Range 29 West of the 5th P. M., presently owned by second party.

The easement herein created is expressly made an easement appurtenant, existing for the benefit of the real estate last described above, and existing for the benefit of second party, the present owner thereof, and his successors in interest and ownership of said real estate.

First parties shall fully be entitled to use and enjoy the real estate owned by them herein described, subject only to the rights herein granted; and second party hereby agrees to hold and save said first parties harmless from any and all damage arising from second party's use of the right, easement, and right of way herein granted, and such use by his successors and assigns.

Said easement, right and right of way shall continue perpetually, and under the specific conditions, restrictions and considerations hereinbefore stated.

The above and foregoing easement is created pursuant to a good and valid consideration, the receipt of which by first parties is hereby acknowledged.

In witness whereof the parties hereto have fixed their signatures the date hereinbefore stated.

Alferd Binns  
Emma Gene Binns

Wilbur F. Busch

STATE OF IOWA MADISON COUNTY ) ss:

On this 27th day of April, A. D. 1955, before me, the undersigned, a notary public in and for said county in said state, personally appeared Alferd Binns, Emma Gene Binns, and Wilbur F. Busch, 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.

**NOTARIAL  
SEAL**

Gordon K. Darling Notary Public  
in and for said County.