

C E Jessup
To
Ralph Smith et al

#2580
Fee \$.70 ✓

Filed for record the 3 day of July
A.D. 1943 at 2:03 o'clock P.M.
Pearl E. Shetterly, Recorder

EASEMENT

This agreement made and entered into this - day of May, A.D. 1943, by and between C. E. Jessup, party of the first part and Etna Smith, Ralph Smith and Neta Harrell, parties of the second part, WITNESSETH:

WHEREAS, party of the first part is the owner of 33 acres of land more or less in the East one-half (½) of the Southeast Quarter (¼) of Section Twelve (12) all in Township Seventy-five (75) North of Range Twenty-eight (28) and the parties of the second part are the owners of real estate laying immediately west of the real estate above referred to, and

WHEREAS, the party of the first part, for and in consideration of the sum of \$35.00 and other good and valuable consideration receipt of which is hereby acknowledged, has agreed to grant to the parties of the second part, their heirs at law and grantees, an easement or right-of-way over and across the real estate, owned by the party of the first part, which is hereinbefore referred to.

NOW, THEREFORE, the party of the first part hereby grants unto the parties of the second part, their heirs at law, assigns and grantees, the full and free right, subject to the conditions hereafter imposed, for second parties and their tenants, servants, visitors and licensees, with or without vehicles, and for all purposes for which an easement or private right-of-way is generally used, to pass and repass over and along said private road between the points hereafter designated, as follows:

Commencing at a point approximately two hundred (200) feet West of the Southeast corner of Section 12 in Township Seventy-five (75) North of Range Twenty-eight (28) West of the 5th P.M.Iowa, and running thence North approximately four hundred thirty (430) feet, thence in a Northwesterly direction approximately four hundred and fifty (450) feet to the west line of the real estate owned by first party where the same joins with the real estate owned by second parties.

It is further understood and agreed, that the right-of-way herein, granted shall not exceed twenty (20) feet in width and shall follow the present road-way in use by the parties of the second part. It is further agreed that second parties will perform whatever work and labor may be necessary to keep said right-of-way in its present condition and will perform such work and furnish whatever materials may be necessary for the maintenance of said private right-of-way, to keep the same from being rutted by ditches through travel or erosion.

It is further agreed that second parties shall have the right to fence, at their own expense, said right-of-way on the north side thereof.

First party also gives second party the same rights which he now has to travel the road from the point of beginning in the southwest corner of Section 12-75-28, Madison County, Iowa, to the point where said road intersects Primary Highway 169.

C E Jessup First Party
Etna Smith
Ralph Smith
Neta Harrell

Second parties.

STATE OF IOWA Madison County)ss:

On this 20th day of May, A.D. 1943, before me personally appeared C. E. Jessup, Etna Smith, Ralph Smith and Neta Harrell to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as ~~NOTARY~~ Notary act and deed for the purpose therein specified.

SEAL

Jno. N. Hartley Notary Public
in and for Madison County, Iowa.