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STATE OF IOWA, Pottawattamie County
Filed for record the 1 day of Nov
95 at 9a o'clock A M and recorded
page 12310
John J. Martino
Recorder

GRANT OF RIGHT OF WAY

AGREEMENT, made the 3rd day of September 1994, between RICHARD BLACKBURN, JEAN BLACKBURN and JEAN KING, hereinafter referred to as "Grantors", and MERVIN L. KEARNEY and DARLENE M. KEARNEY, hereinafter referred to as "Grantees".

WHEREAS, the Grantors are seized of an estate in fee simple of a parcel of land described as Lot 14 in K-B Addition to the Town of Oakland, Pottawattamie County, Iowa, across which there runs a private road shown on the attached plan by the dotted lines between point A and point B, marked Exhibit "A", commonly referred to as the South 30 feet of said Lot 14;

WHEREAS, the Grantees are seized in fee simple of a parcel of land adjoining the Grantors' land described as: That part of the NE¼ NE¼ of Section 14 and Lot 4, Auditor's Subdivision of NW¼ NW¼ of Section 13, all in Township 75, Range 40 lying West of U.S. Highways 59 and 6, as now established and East of Nishnabotna Drainage Ditch, EXCEPT K-B Addition to Oakland, Iowa; and

WHEREAS the Grantors have agreed in consideration of the sum of \$1.00 to grant to Grantees an easements or right of way over the South 30 feet of Lot 14.

WITNESSETH, that in pursuance of the said agreement, the Grantors hereby agree to grant to Grantees an easement for use as a roadway across the South 30 feet of Lot 14; and that said driveway or easement is set forth for the purpose of making ingress and egress to and from the lands of the Grantees, said driveway to run from the public highway to the lands owned by Grantees for as long as it is used for farming purposes only.

It is understood that said easement is to be given upon the express understanding and condition that the same may be used by the Grantees, their heirs or assigns, in conjunction with the use of the Grantors, their successors and assigns; also the Grantors, their successors or assigns will be in no way bound to construct the roadway or to keep the same in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantees, their heirs or assigns, or any person using said

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road by invitation, express or implied, or by reason of any business conducted with the Grantees, their heirs or assigns, or otherwise.

This agreement replaces and supplements any prior written or oral agreements of the parties.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands the day and year first above written.

Mervin Kearney
Mervin Kearney, Grantee

Richard D Blackburn
Richard Blackburn, Grantor

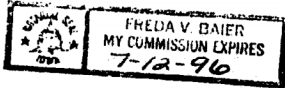
Darlene Kearney
Darlene Kearney, Grantee

Jean Blackburn
Jean Blackburn, Grantor

Jean King
Jean King, Grantor

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) SS:

On this 3rd day of September 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Mervin Kearney, Darlene Kearney, Richard Blackburn, Jean Blackburn, and Jean King, 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.

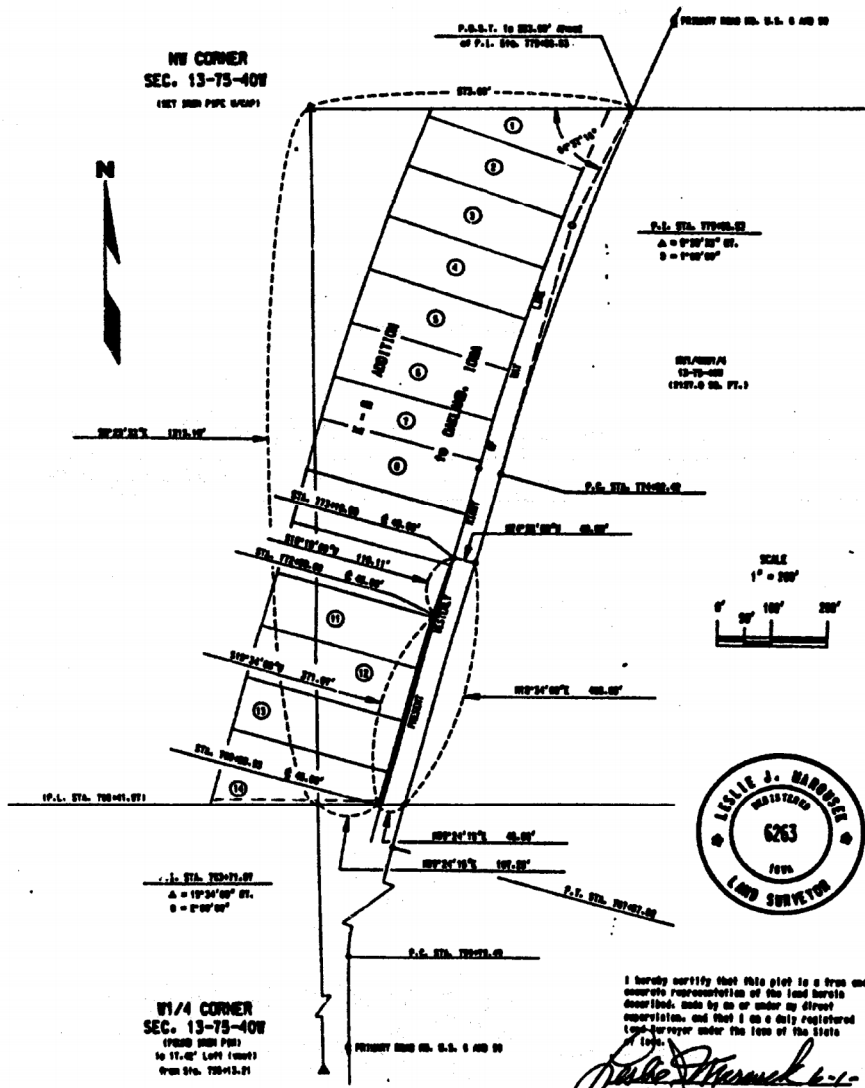


Freda V. Baier
Notary Public

COMPARED

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT 'A'

COUNTY	POTTAWATTAMIE	STATE CONTROL NO.	78-1500
PROJECT NO.	FH-6-11821-21-78	PARCEL NO.	8
SECTION	13	TOWNSHIP	75N
ROW-FEE	2327.0	RANGE	40W
ACQUIRED FROM		SO. FT. EASE	AC EXCESS - FEE



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