

15th
 1st

FILED NO. **003446**BOOK **63** PAGE **750**

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SHARLENE UTTER
 RECORDER
 MADISON COUNTY, IOWA

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 30th day of January, 2000, by and between Gerald A. Hutchison and Darcy A. Hutchison, husband and wife, Randall R. Corning and Karen E. Corning, husband and wife, (hereinafter collectively referred to as "Hutchison"); Streamline Property Renovators, LLC, an Iowa Limited Liability Company (hereinafter referred to as "Streamline") and Kurt Reineck, single, (hereinafter referred to as "Reineck")

WITNESSETH

WHEREAS, Hutchison is the contract seller and Streamline is the contract buyer of the following described real estate, to wit:

Parcel "H" located in that part of a tract of land described in Court Officer Deed recorded in Book 62, Page 206, Madison County, Iowa, Recorder's Office, located in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., City of St. Charles, Madison County, Iowa, containing 5.00 acres, as shown in Plat of Survey filed in Book 3, Page 523 on December 17, 1999 in the Office of the Recorder of Madison County, Iowa

AND WHEREAS, Reineck is the owner of the following described real estate, to wit:

Parcel "J" located in that part of a tract of land described in Court Officer Deed recorded in Book 62, Page 206, Madison County, Iowa, Recorder's Office, located in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., City of St. Charles, Madison County, Iowa, containing 1.99 acres, as shown in Plat of Survey filed in Book 3, Page 523 on December 17, 1999 in the Office of the Recorder of Madison County, Iowa

AND WHEREAS, the parties wish to grant a reciprocal 20-foot wide easement described as follows and hereafter referred to as the "Easement Premises":

An access easement for ingress and egress over and across the west 20 feet of the south 230.67 feet of Parcel H as shown on Page 1 of the Plat of Survey for said Parcel H recorded in Book 3, Page 523 on December 17, 1999 in the Office of the Recorder of Madison County, Iowa

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. Grant of Easement. The parties hereby grant to each other, their heirs and assigns, a perpetual easement for the right to enter upon the Easement Premises at any time that they may see fit, and construct, maintain and repair said Easement Premises for the purpose of ingress and egress over, across, through and under the Easement Premises.

2. Division of Easement Premises. If the Easement Premises is hereafter divided into two parts by separation of ownership, both parts are joined by the benefit of the easement hereby created.

3. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

4. Construction. The feminine, masculine or neuter pronoun shall be taken to refer to the person or persons intended regardless of number or gender, and a singular pronoun may be taken to express a plural pronoun and a plural pronoun may be taken to express a singular pronoun when the facts require it.

This easement shall be given a reasonable construction in accordance with the laws of the State of Iowa with the intention of the parties to allow ingress and egress over said Easement Premises.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement on the date first above written.

Gerald A. Hutchison
Gerald A. Hutchison

Darcy A. Hutchison
Darcy A. Hutchison

Randall R. Corning
Randall R. Corning

Karen E. Corning
Karen E. Corning

Streamline Property Renovators, LLC
An Iowa Limited Liability Company

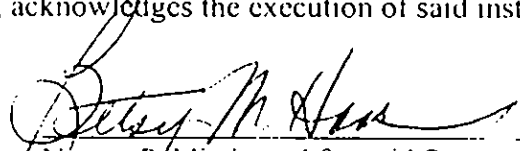
Thomas E. Marlin
By: Thomas E. Marlin - Member

Ronald D. Marlin PCA
Ronald D. Marlin, by and through
Thomas E. Marlin, his attorney-in-fact
Member

Kurt W. Reineck
Kurt Reineck

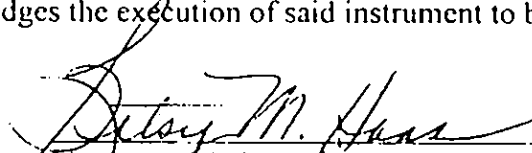
STATE OF IOWA; COUNTY OF MADISON)SS.

On this 15 day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald A. Hutchison and Darcy A. Hutchison, to me personally known, who, being by me duly sworn, acknowledges the execution of said instrument to be their voluntary act and deed.


Notary Public in and for said State

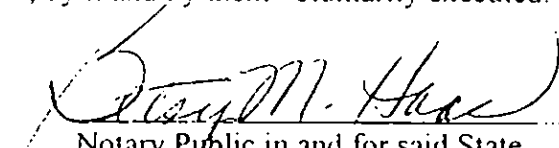
STATE OF IOWA; COUNTY OF MADISON)SS.

On this 15 day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randall R. Coming and Karen E. Coming, to me personally known, who, being by me duly sworn, acknowledges the execution of said instrument to be their voluntary act and deed.


Notary Public in and for said State

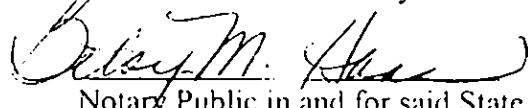
STATE OF IOWA; COUNTY OF POLK)SS.

On this 16 day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas E. Marlin and Ronald D. Marlin, by and through Thomas E. Marlin, his attorney-in-fact, to me personally known, who, being by me duly sworn, did say that they are Members of said Streamline Property Renovators, LLC, an Iowa Limited Liability Company; that said instrument was signed on behalf of said company by authority of its managers; and that the said Thomas E. Marlin and Ronald D. Marlin, by and through Thomas E. Marlin, his attorney-in-fact, as such members acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.


Notary Public in and for said State

STATE OF IOWA; COUNTY OF MADISON)SS.

On this 16 day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kurt Reineck, to me personally known, who, being by me duly sworn, acknowledges the execution of said instrument to be his voluntary act and deed.


Notary Public in and for said State