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FILED NO. 840
BOOK 139 PAGE 439
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Lewis H. Jordan

P.O. Box 230

Winterset

515/462-3731

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of August,

1998, by and between, **Merle R. Jordan and Margery Jordan**, Husband and Wife, hereinafter referred to as "**Jordans**", and **Tony Henderson and Gina K. Henderson**, Husband and Wife, hereinafter referred to as "**Hendersons**", WITNESSETH:

WHEREAS, Hendersons are the owners of the following-described real estate:



Parcel "C" located in that part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty-six (26), and in that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying North of the centerline of Primary Highway No. Iowa 92, as shown in Plat of Survey filed in Book 3, Page 296, on July 17, 1998, in the Office of the Recorder of Madison County, Iowa,

having purchased the same from Jordans; and

WHEREAS, there is an existing driveway which is presently shared between the parcel above purchased by Hendersons and Jordans' adjacent real estate; and

WHEREAS, the parties hereto desire to share said driveway, the centerline of which is more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M.; thence South 01°24'16" East 24.39 feet to the centerline of U.S. Highway #92; thence southwesterly 937.68 feet along said centerline and along a 1909.86 foot radius curve, concave northerly, and having a chord bearing of South 65°50'31" West and a chord distance of

98.23 feet to the point of beginning; thence North 18°56'14" East 108.8 feet; thence North 26°46'44" East 258.01 feet to a point that is 565.26 feet east of the South quarter corner of Section Twenty-six (26) and on the south line of the Southwest Quarter (SW¼) of the Southeast Quarter (SE) of said Section Twenty-six (26); thence North 12°14'51" East 63.4 feet; thence North 06°47'35" West 199.43 feet.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

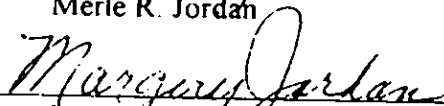
Each party shall have a perpetual easement on the 20 feet adjacent to their respective one-half of said existing driveway.

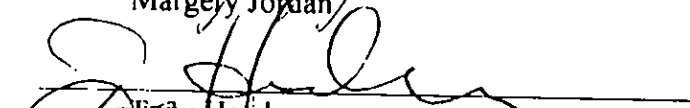
The parties hereto agree that each party shall be responsible for one-half of the costs of maintaining said driveway from the edge of the public road to its northerly termination, which maintenance shall include, but not be limited to, additional rock and grading and snow removal.

The parties hereto further agree that in the event either party fails to pay their one-half of said costs, the other party may pay in full and have the right to sue the non-complying party in Small Claims Court, and, the party who is forced to pay said costs and bring suit shall be entitled to reasonable attorney fees and costs of such action.

This Easement shall be perpetual in nature, running with the land, and shall be binding upon the parties' heirs, devisees and assignees.


Merle R. Jordan

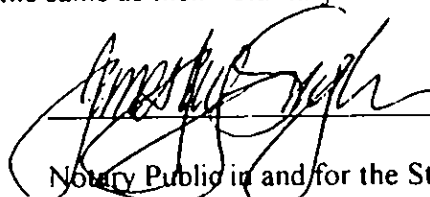

Margery Jordan


Tony Henderson


Gina K. Henderson

STATE OF IOWA :
 :SS
COUNTY OF MADISON :

On this 14th day of AUGUST, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Merle R. Jordan and Margery Jordan**, 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.

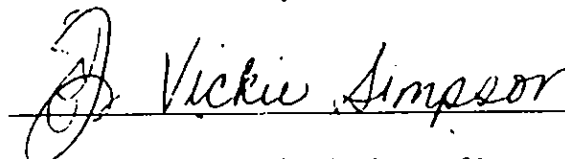


Notary Public in and for the State of Iowa
TERM EXPIRES 9-13-2000

STATE OF IOWA :
 :SS
COUNTY OF MADISON :

On this 14 day of Aug, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tony Henderson and Gina K. Henderson**, 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.

Aug. 9, 1999



Notary Public in and for the State of Iowa