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 BOOK **63** PAGE **550**
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 REC'D **15**
 AUD **12**
 R.M.F. **12**
 MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

Prepared by: Leonard M. Flander, Flander and Casper, P. C., 223 East Court Avenue, P. O. Box 67,
 Winterset, IA 50273-0067 Telephone: (515) 462-4912

AGREEMENT

This Agreement by and between Greg Shahan and Melissa Shahan, husband and wife, and Jeff Shahan and Cindy Shahan, husband and wife, (hereinafter Shahans); and Timothy Smith and Susan Smith, husband and wife, (hereinafter Smiths), WITNESSETH:

WHEREAS, Smiths are presently the owners of the real estate legally described as:

the South fifty-three (53) feet of the West twenty-three (23) feet
 of Lot Four (4), Block Twenty-four (24) in the Original Town of
 Winterset, Iowa;

(hereinafter South Building) and;

WHEREAS, Shahans are the owners of the real estate legally described as:

the West twenty-three (23) feet of Lot Four (4), Block twenty-
 four (24) in the Original Town of Winterset, Madison County,
 Iowa, except the South fifty-three (53) feet thereof;

(hereinafter North Building))and;

WHEREAS, there is a common wall between the North Building and the South Building;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Shahans are hereby granted an easement and a right to use the entryway and hallway located on the North four (4) feet of the South Building for ingress and egress to and from the North Building. The respective owners of the South Building and the North Building shall each be responsible for keeping such hallway and entryway in good repair, open and free of obstructions and debris; and each party shall be responsible for one-half (1/2) of the costs of doing so.

2. Shahans and Smiths understand that the building situated on the premises owned by Smiths (South building) and the building situated on the premises owned by Shahans (North building) have what is believed to be a common wall. In the event the wall between the buildings is, in fact, a common wall, the respective parties understand and agree that the respective owners of each building shall own such wall in common and each shall have all the rights, privileges and responsibilities with reference to such wall as are normally associated with common walls and as provided under the laws of the State of Iowa.

3. The respective parties understand that certain plumbing, heating, electrical, mechanical and communication systems or component parts thereof and/or certain structural components (hereinafter systems and structural components) servicing or constituting an integral part of the South building is or may now be located upon, in, attached to, or integrated into the North building and that certain systems and structural components servicing or constituting an integral part of the North building is or may now be located upon, in, attached to, or integrated into the South building. The parties agree that any and all items constituting a part of such systems or structural components servicing or constituting an integral part of the building, other than the one upon or in which

such item is now located, attached to, or integrated into may be kept and maintained in its present location until such item is replaced or required to be relocated under the provisions of any statute, ordinance, rule or regulation of any government body or agency thereof, whichever is earlier. When any such item is replaced or relocated, such item shall be moved into the building which the system or structural component services. The entire cost and expense of the replacement or relocation shall be borne by the owner of the building serviced by the system or structural component of which it is a part.

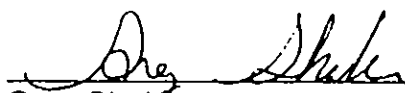
4. Shahans hereby grant Smiths a right of ingress to and egress from and the right to enter upon that part of the North Building where any part of a system or structural component servicing or constituting an integral part of the South Building is now located, attached to or integrated into for the purposes of removing, replacing, repairing, maintaining, servicing and/or inspecting any and all such items, and Smiths hereby grant Shahans a right of ingress to and egress from and the right to enter upon that part of the South Building where any part of a system or structural component servicing or constituting an integral part of the North Building is now located, attached to or integrated into for the purposes of removing, replacing, repairing, maintaining, servicing and/or inspecting any and all such items.

5. The rights of ingress, egress and entry herein granted may be exercised at any and all reasonable and necessary times.

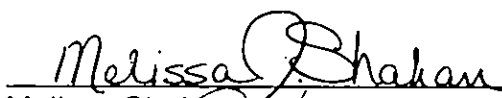
6. The provisions of this Agreement shall be binding upon the parties hereto, their heirs, devisees, legatees, grantees, assignees and successors in interest and shall constitute a covenant running with each respective tract of real estate.

IN WITNESS WHEREOF, we have executed this Agreement at Winterset, Iowa on the dates set forth opposite our signatures.

10/29/99
Date


Greg Shahan

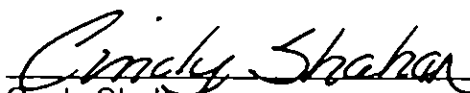
12/31/99
Date


Melissa Shahan

10/31/99
Date


Jeff Shahan

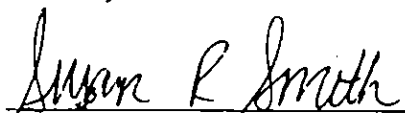
10/31/99
Date


Cindy Shahan

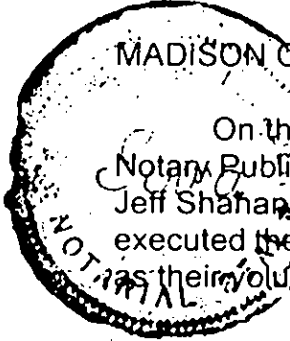
11/1/99
Date


Timothy Smith

11/1/99
Date


Susan Smith

STATE OF IOWA)
) SS
 MADISON COUNTY)



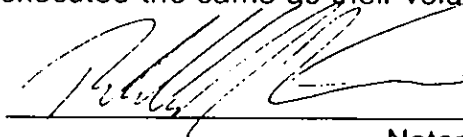
On this 31st day of October, 1999, before me the undersigned, a Notary Public in and for said State, personally appeared Greg Shahan, Melissa Shahan, Jeff Shahan, Cindy Shahan, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.


 Leonard M. Flander, Notary Public

STATE OF IOWA)
) SS
 MADISON COUNTY)

On this 1st day of November, 1999, before me the undersigned, a Notary Public in and for said State, personally appeared Timothy Smith and Susan Smith, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.




 _____, Notary Public