First State Bank

DELAWARE COUNTY IOWA
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BOOK 6 PAGE 217
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
#11.00

272-1572

Preparer Information Barb Wolfgram (Individual's Name) 108 S. Franklin (Street Address) Manchester, Iowa (City) 319-927-5600 (Phone)

AGREEMENT

THIS AGREEMENT made this 1 day of November, 1996 by and between Willard Hawker and Marcia Hawker, husband and wife, Parties of the First Part and Eldon R. and Myrna D. Mangler, husband and wife, Parties of the Second Part;

WITNESSETH:

WHEREAS, the Parties of the First Part are the owners of real estate situated in Delaware County, Iowa, legally described as follows:

An access road known as "Shady Lane" being thirty (30) feet in width and approximately five hundred forty five (545) feet in length, running from the U.S. Highway No. 13 right-of-way on the East to Lakeview Road on the West all located in Sunset Beach, a Subdivision of parts of Sections Seventeen (17), Eighteen (18), and Twenty (20), Township Eighty-Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, page 20.

AND WHEREAS, the Parties of the Second Part are the owners of real estate situated in Delaware County, Iowa, legally described as follows:

That part of Lot Two (2), Block Three (3) and of vacated Sunset View Road described as commencing at the Northeast corner of said Lot Two (2) and running thence East Twenty (20.0) feet, thence South Sixty (60.0) feet, thence West One Hundred Twenty (120.0) feet, thence North to the South line of Shady Lane, thence Easterly on the South line of Shady Lane to the place of beginning, in Sunset Beach, a Subdivision of part of Sections Seventeen (17), Eighteen (18) and Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 20, excepting rights of flowage.

AND WHEREAS, the parties hereto desire to enter into a road maintenance agreement and right-of-way easement agreement regarding the roadway described above as "Shady Lane" in Sunset Beach Subdivision.

NOW THEREFORE, in consideration for the mutual promises, obligations and rights created herein and in consideration of the mutual benefits to be gained by the parties, the parties hereby agree as follows:

1. That the Parties of the First Part grant on to the Parties of the Second Part the right of ingress and egress over, across and along "Shady Lane" a roadway located in Sunset Beach, a subdivision of parts of Sections 17, 18 and 20, Township 89 North, Range 5, West of the 5th P.M., according to plat recorded in Books 2 Plats, Page 20.

2. That the right of ingress and egress referred to in Paragraph 1 hereof shall run from U.S. Highway No. 13 along the said "Shady Lane" to the real estate owned by the Parties of the Second Part as described herein.

3. That the parties agree that each of the parties shall be responsible for, liable for and pay a percentage not to exceed fifty percent (50%) of the annual cost of the maintenance of said roadway. The parties shall meet annually on or before March 1 of each year to determine the type and expected expense of maintenance needed for each calendar year. The parties shall pay their share of said maintenance expense no to exceed fifty percent (50%) thereof within thirty days of its occurrence.

4. The parties agree that nothing herein shall prohibit or prevent the addition of other parties to this agreement to provide access to real estate and to assign a percentage of the annual maintenance costs for said roadway.

5. This said agreement shall be deemed to be a covenant running with the title of the real estate described herein and shall be binding upon the parties hereto and upon their heirs, successors and assigns. This agreement may be modified or terminated upon the mutual consent of all the parties hereto which said modification or termination shall be effective upon the filing of an amendment or termination statement duly executed and acknowledged by all the parties hereto and filed of record in the office of the Delaware County Recorder.

In Witness Whereof the parties herein have set their hands this 1st day of Nov., 1996.

Willard Hawker
Willard Hawker

Eldon R. Mangler
Eldon R. Mangler

Marcia Hawker
Marcia Hawker

Myrna D. Mangler
Myrna D. Mangler

Parties of the First Part

Parties of the Second Part

State of Iowa )
) ss:
County of Delaware )

On this 4th day of November, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Willard Hawker and Marcia Hawker, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, to which this is attached, and acknowledged that they execute the same as their voluntary act and deed.

BARBARA J. WOLFGRAM
OFFICIAL SEAL

Barbara J. Wolfgram
Notary Public in and for the State of Iowa

Barbara J. Wolfgram

State of Arizona )
) ss:
County of Maricopa )

OFFICIAL SEAL
SHIRLEE J. HAYS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires April 30, 1997

On this 1 day of Nov, 1996, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Eldon R. Mangler and Myrna D. Mangler, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Shirlee J. Hays
Notary Public in and for the State of ~~Iowa~~ Az.

4/30/97 Shirlee J. Hays