258

DELAWARE COUNTY IOWA
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BOOK 1999 PAGE 482
DEPUTY RECORDER
DELAWARE CO. RECORDER
16.00

Thomas J. Hanson 401 East Main Street Manchester (319) 927-5920

EASEMENT AGREEMENT

THIS AGREEMENT entered into this 1st day of February, 1999, by and between Homeworks, a Partnership consisting of Jeffrey D. State and Jason N. Nolz (hereinafter "Homeworks") and Tegeler Design Center, Inc., an Iowa Corporation, (hereinafter Tegeler).

WHEREAS, Homeworks is the titleholder of the following described real estate:

> Lot 1 of Homeworks Subdivision, a Subdivision of Parcel J in Section 33, Township 89 North, Range 5, West of the Fifth P.M. in the City of Manchester, Delaware County, Iowa, according to Plat recorded in Book 1999 Plats, Page 232, of the records of the Delaware County Recorder.

AND WHEREAS, Tegeler is the titleholder of the following described real estate:

> Lot 2 of Homeworks Subdivision, a Subdivision of Parcel J in Section 33, Township 89 North, Range 5, West of the Fifth P.M. in the City of Manchester, Delaware County, Iowa, according to Plat recorded in Book 1999 Plats, Page 232, of the records of the Delaware County Recorder.

AND WHEREAS, the parties wish to enter into an agreement regarding an Easement between the herein described Lots 1 and 2 of Homeworks Subdivision.

NOW, THEREFORE, in consideration of the mutual benefits to be gained by the parties, they agree as follows:

1. Homeworks hereby grants on to Tegeler an Easement over and across that portion of the herein described Lot 1 of Homeworks Subdivision lying South of the existing building located on the premises for ingress and egress to provide access to Tegeler, his agents, heirs, successors and assigns so as to provide adequate access to the building located on said Lot 2.

2. Tegeler hereby grants on to Homeworks an Easement over and across that portion of the herein described Lot 2 of Homeworks Subdivision lying North of the existing building located on the premises for ingress and egress to provide access to Homeworks, their agents, heirs, successors and assigns so as to provide adequate access to the building located on said Lot 1.

3. Each of the parties agrees to properly repair and maintain the Easement strip located on their respective parcels of real estate so as to provide an appropriate driveway surface to provide reasonable access to the other party.

4. Each party agrees that they will do no additional building on their respective Easement strips referred to in this Easement Agreement.

5. This Easement shall run with the land and shall be binding upon the respective parties hereto, their heirs, successors and assigns.

HOMEWORKS, A Partnership

By _____
Jeffrey D. State-Partner

By X _____
Jason N. Nolz-Partner

TEGELER DESIGN CENTER, INC.
An Iowa Corporation

By _____
Jeffrey J. Tegeler-President

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 1st day of February, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey D. State and Jason N. Nolz , to me personally known, who being by me duly sworn, did say that they are the partners of Homeworks , a partnership, and that the instrument

was signed on behalf of the partnership by authority of the partners; and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partners voluntarily executed.

Notary Public In & For the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF)

On this 1st day of February, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey J. Tegeler, to me personally known, who, being by me duly sworn, did say that he is the President of the Corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the Corproation; that the instrument was signed (and sealed) on behalf of the Corporation by authority of its Board of its Directors; and Jeffrey J. Tegeler acknowledged the execution of the instrument to be the voluntary act and deed of the Corporation and of the fiduciarty, by it, by him and as the fiduciary voluntarilyu executed.

Notary Public In & For the State of Iowa