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DELAWARE COUNTY IOWA
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BOOK 1999 PAGE 483
DEBORAH L. PEYTON
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 Jeffrey D. State and Cynthia K. State, husband and wife, (hereinafter State) and Tegeler Design Center, Inc., an Iowa Corporation, (hereinafter Tegeler).

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

> Lot 3 of Homeworks Subdivision, a Subdivison 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 2 and 3 of Homeworks Subdivision.

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

1. State hereby grants on to Tegeler an Easement over and across the North 20 feet of Lot 3 of Homeworks Subdivision 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 State an Easement over and across the South 20 feet of Lot 2 of Homeworks Subdivision for ingress and egress to provide access to State, his agents, heirs, successors and assigns so as to provide adequate access to the building located on said Lot 3.

3. Each of the parties agrees to properly repair and maintain the 20 foot easement strip located on their parcels of real estate so as to provide an appropriate driveway surface to provide reasonable access to the other party. Each of the parties agrees that on behalf of their agents, heirs, successors and assigns to prohibit parking on the 20 foot easement strip on their respective Lots, except for temporary parking as needed to gain access to the buildings.

4. Each party agrees that they will do no additional building on their respective 20 foot 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.

TEGELER DESIGN CENTER, INC.
An Iowa Corporation

Jeffrey D. State

By Jeffrey J. Tegeler (pres)
Jeffrey J. Tegeler-President

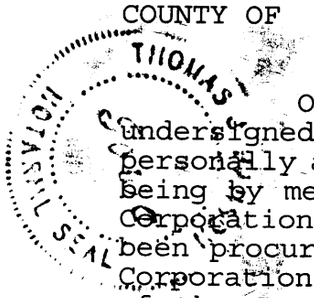
Cynthia K. State

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 Cynthia K. State, to me known to be the 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 & 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 forefoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the Corporation; that the instrument was signed ~~and sealed~~ on behalf of the Corporation by authority of its Board of Directors; and Jeffrey J. Tegeler acknowledged the execution of the instrument to be the voluntary act and deed of the Corporation and of the fiduciary, by it, by him and as the fiduciary voluntarily executed.

Notary Public In & For the State of Iowa