258

DELAWARE COUNTY IOWA
FILED
1999 FEB -9 PM 2:49
BOOK 100 PAGE 525
DEBORAH L. HAYDEN
DELAWARE CO. RECORDER
16.00

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

EASEMENT AGREEMENT

WHEREAS, Donald J. Hoeger and Carlyn M. Hoeger, husband and wife, (hereinafter Hoegers), are the owners of the following described real estate located in Delaware County, Iowa:

> The Southeast Quarter of the Southwest Quarter of Section 9, and the Northeast Quarter of the Northwest Quarter of Section 16, Township 88 North, Range 4, West of the Fifth P.M., except the East 318 feet of the North 200 feet of the Northeast Quarter of the Northwest Quarter of said Section 16, and;

WHEREAS, Michael G. Mensen and Sandra K. Mensen, husband and wife, (hereinafter Mensens), are the owners of the following described real estate located in Delaware County, Iowa:

> The East 318 feet of the North 200 feet of the Northeast Quarter of the Northwest Quarter of Section 16, Township 88 North, Range 4, West of the Fifth P.M. and;

WHEREAS, the parties wish to enter into an agreement regarding easements for each of the parties hereto regarding the herein described real estate;

NOW THEREFORE, in consideration of the mutual promises made by the parties hereto and the mutual benefits to be derived from each of the parties, they agree as follows:

1. The parties agree that the Hoegers shall retain an easement for access over and across over and across the real estate owned by Mensens to provide reasonable access for the Hoegers, their heirs, successors and assigns to the real estate surrounding the real estate owned by Mensens and to obtain access to the livestock yards and buildings surrounding the premises owned by Mensens.

2. Hoegers grant on to Mensens an easement over and across the real estate owned by Hoegers for a basement drain tile running from the residence owned by the Mensens, running in a Northeasterly direction across the Hoegers' property. Hoegers also grant on to Mensens an easement for the leach field for the septic system serving the residence owned by the Mensens, which said leach field lies Northwesterly of the Mensens' real estate and lying on the real estate owned by the Hoegers.

3. Mensens and their agents are also allowed the right to enter on to the Hoeger property in order to repair and maintain the drain tile line and the leach field, provided however, that Mensens shall pay the cost of any damage done to crops, fences, or other damages to the Hoegers during any such repair and/or maintenance of the drain line and leach field.

4. This agreement and the rights contained herein shall be a covenant running with the land and shall bind and benefit the parties hereto, their heirs, successors and assigns.

Dated this 8th day of February, 1999.

Donald J. Hoeger
Donald J. Hoeger

Michael G. Mensen
Michael G. Mensen

Carlyn M. Hoeger
Carlyn M. Hoeger

Sandra K. Mensen
Sandra K. Mensen

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 8th day of February, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald J. Hoeger and Carlyn M. Hoeger, husband and wife, 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.

Martin Butschi
Notary Public In & For the State
Of Iowa

MARTIN BUTSCHI NOTARIAL SEAL Delaware County, Iowa My Commission Expires: 9/13/2001

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 8th day of February, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael G. Mensen and Sandra K. Mensen, husband and wife, 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.

Martin Butschi
Notary Public In & For the State
Of Iowa

Expires: 6/13/2001