DELAWARE COUNTY IOWA
FILED
2000 JA -4 AM 10: 36
BOOK 2000 PAGE 87
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER

ENV. (X)

PREPARED BY: Robert F. Shimanek of Shimanek, Shimanek & Bowman, P.O. Box 351, Monticello, IA 52310
PHONE: (319)465-5448

AGREEMENT

THIS AGREEMENT entered into this 11th day of ~~October~~ November, 1999, by and between John Parham and Jill Parham, husband and wife, hereinafter known as parties of the first part, and Ronald J. Phillips and Velda M. Phillips, husband and wife, hereinafter known as parties of the second part, is as follows:

WHEREAS parties of the first part are owners of real estate legally described as:

Lots Four (4) and Five (5) of Littlefield's Lake Shore Lots of Perpetual rights of use of lands and premises not overflowed in SW 1/4, NW 1/4, Section 29-88-4 and SE 1/4 NE 1/4, Section 30-88-4 in Delhi Township, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 77.

AND WHEREAS parties of the second part are owners of real estate legally described as:

Commencing at the Southeast corner of Lot 6 of Littlefield's Lake Shore Lots Subdivision; thence N 89° -6' W along the south line of Lot 6 112.9'; thence N 14° -57' W 120.0' along the west line of Lot 6; thence S 89° -6' E 30.0'; thence S 44° -6' E 40.0'; thence S 14° -57' E 59.5'; thence S 89° -6' E 71.2'; thence S 0° -54' W 30.0' to the point of beginning; and reserving the South 10' for the common use of grantees and other occupants of Littlefield's Lake Shore Lots, and excluding any portion of the access road situated in the southeast corner of Lot 6.

AND WHEREAS a certain 18 foot wide access road is used to grant access for ingress and egress to the various parties of Littlefield's Lake Shore Lot Subdivision, which crosses parts of party of the first part's property and party of the second part's property, and is used by the general public for purposes of access to the various lots.

AND WHEREAS party of the second part has a very narrow entrance to his property, the same being approximately 20 feet wide, which creates problems with parking and access to his lot, thus necessitating usage of party of the first part's driveway and parking lot.

IT IS NOW AGREED AS FOLLOWS:

1. Party of the first part grants to party of the second part an easement for ingress and egress over party of the first part's driveway so that party of the second part may have vehicles enter and leave his property. This easement is limited to usage by party of the second part of one

vehicle at a time.

2. Party of the second part agrees that they will not block party of the first part's driveway, and that they will close the gate leading to the party of the first part's driveway and keep said gate closed at all times when they are not actually going in and out of the driveway. Party of the second part will not park a vehicle upon property of the party of the first part, and if guests of party of the second part should park a vehicle on the driveway owned by party of the first part, party of the second part will immediately see that said vehicle is removed from the driveway.

This agreement does not establish a right of way across party of the first part's property. It is not a permanent easement and shall be limited to a personal easement only to party of the second part.

In the event that party of the second part should sell or transfer their property, this agreement shall automatically terminate and be no longer in force and effect.

Either party may cancel this agreement by sending by certified mail a written notice to the other party at least thirty (30) days prior to the date of termination of this agreement. At such time as this agreement is terminated, all parties understand that party of the first part may lock his gate to his driveway and keep the same locked at his convenience.

THIS AGREEMENT is entered into and signed on the date stated above.

John Parham

Ronald J. Phillips

Jill Parham

Velda M. Phillips

STATE OF IOWA)
) ss.
JONES COUNTY)

On this 12 day of ~~October~~ November, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared John Parham and Jill Parham, 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

STATE OF IOWA)
) ss.
Black Hawk COUNTY)

On this 24th day of ~~October~~ December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald J. Phillips and Velda M. Phillips, 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.

Esther Folkens
Notary Public