DELAWARE COUNTY IOWA
FILED
2000 MR 23 AM 11:56
BOOK 900 PAGE 99
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
31.00

Preparer Information:

Daniel H. Swift	108 N. Madison St.	Manchester	319-927-4901
Preparer's Name	Street Address	City	Phone No.

Address Tax Statement: ⊗Tegeler Design Center, Inc.
750 N. Center Point Road, Hiawatha, Iowa 52233
913 North Fifth Street, Manchester, Iowa 52057

PRIVATE ACCESS EASEMENT AGREEMENT

Agreement made by Tegeler Design Center, Inc. of 750 North Center Point Road, Hiawatha, County of Linn, State of Iowa, and Lloyd R. Deahl and Kay M. Deahl, husband and wife, of 913 North Fifth Street, City of Manchester, County of Delaware, State of Iowa:

The parties recite and declare as follows:

1. Lloyd R. Deahl and Kay M. Deahl own Lot Two (2) and Tegeler Design Center, Inc. owns Lots One (1), Three (3), and Four (4), of Tegeler's Second Subdivision, of Lot A and B of Tegeler's First Subdivision and Lot Four (4) of Boom's First Addition, Section 29, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, as shown by plat recorded on the 6th day of November, 1998 in Book 8, Page 170 of the records of the Delaware County Recorder.

2. The parties to this Agreement all own a portion of a L.O ~~20~~ AT foot Private Access Easement as shown on said plat which is to be used by all occupants of said Subdivision for purposes of ingress and egress to said Subdivision.

3. The parties to this Agreement are co-owners of an easement in the nature of a L.O ~~20~~ AT foot Private Access Easement as shown in the plat heretofore referred to.

4. The parties desire to allocate the costs and expenses of maintaining the above-described easement.

5. Tegeler Design Center, Inc. has no responsibility financially, under this Private Access Easement Agreement for contributions to the construction and/or maintenance and/or repairs of said ~~10~~ Private Access Easement.

6. The owners of Lot Two (2) agree that subsequent owners of Lots One (1), Three (3) and Four (4) of the heretofore-mentioned plat, who actually construct homes on said Lots, said homes being occupied, shall share equal proportion with the owners of Lot Two (2) and other subsequent owners with houses occupied in all expenses, maintenance, construction costs and repairs to said Private Access Easement.

7. Other than set forth herein, the parties agree to share the costs and expenses of construction, maintenance and repairs to the above-described Easement as set forth in this Agreement.

8. This Agreement is binding upon the parties hereto, their heirs, successors and assigns and is intended to be perpetual and run with the land.

9. The construction, repairs and maintenance to be undertaken and performed under this Agreement shall include the construction, maintenance, and repairs to said Private Access Easement and said repairs, maintenance and construction shall not be undertaken under this Agreement except with the prior, expressed and written consent of each of the parties and subsequent owners with homes occupied on said Lots with an assumption by each of the parties of their proportionate share of financial liability for the costs of said additional construction, repairs and/or maintenance.

10. If the owners of Lot Two (2) and the subsequent owners of the other Lots with homes constructed on said Lots cannot agree to the required construction, maintenance and repairs, a simple majority of said Lot owners shall bind and compel the other individuals to participate in said construction, maintenance and repair.

11. Any notice provided for concerning this Agreement shall be in writing and deemed sufficiently given when sent by first class mail with postage duly paid to the respective address of each party.

12. It is agreed this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

13. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party or subsequent parties except to the extent incorporated in this Agreement.

14. Any modification of this Agreement or additional obligation assumed by any of the parties or subsequent owners of Lots with homes constructed on said Lots shall be binding only if evidenced in writing and signed by each party and/or authorized representative of said parties.

TEGELER DESIGN CENTER, INC.

By _____
Anne E. Tegeler, President

By _____
Jeffrey J. Tegeler, Vice President

_____
Lloyd R Deahl

_____
Kay M Deahl

STATE OF IOWA, COUNTY OF DELAWARE, ss:

I, Lloyd Deahl, and I, Kay Deahl, being first duly sworn on oath, depose and state that I have read the foregoing Private Access Easement Agreement and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and understanding.

_____
Lloyd R. Deahl

_____
Kay M. Deahl

Subscribed and sworn to before me this 28th day of February, 2000, by Lloyd R. Deahl and Kay M. Deahl.

NOTARIAL SEAL IOWA
SHERRY DIGMANN
MY COMMISSION EXPIRES
2-27-2001

_____
Notary Public in and for the State of Iowa

Subscribed and sworn to before me this 4th day of March, 2000, by Lloyd R. Deahl and Kay M. Deahl.

Notary Public in and for the State of Iowa

David R Dudley

My Commission Expires
12-10-2001

STATE OF IOWA, COUNTY OF LINN, ss:

On this 28 day of February, 2000, before me, the undersigned, a Notary Public in and for the said State, personally appeared Anne E. Tegeler and Jeffrey J. Tegeler, to me personally known, who being by me duly sworn, did say that they are the President and Vice President, respectively, of the corporation executing the within and foregoing instrument **to which this is attached,** that (no seal has been procured by the) ~~(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 that Anne E. Tegeler and Jeffrey J. Tegeler as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

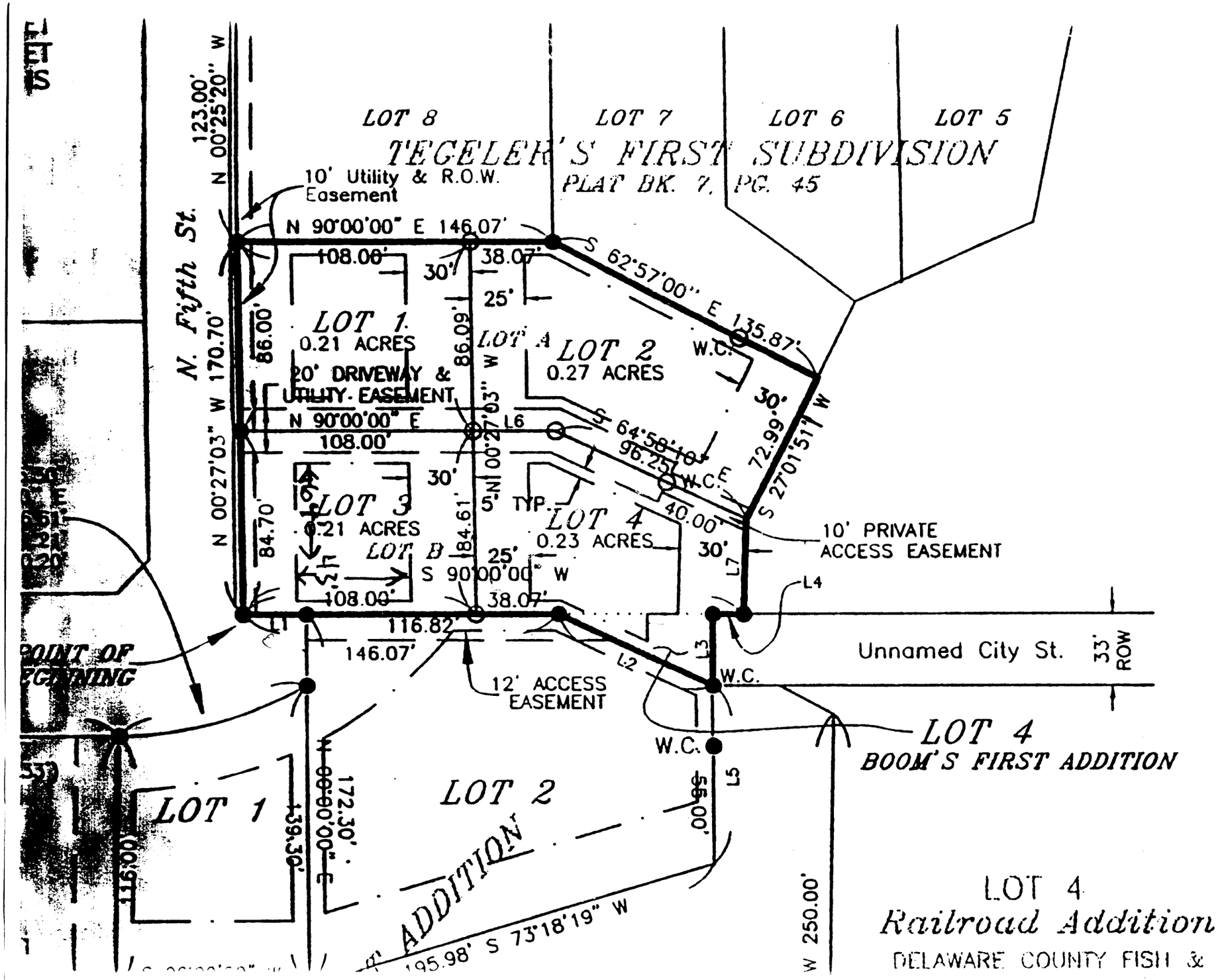
Sherry Digmann

NOTARIAL SEAL IOWA
SHERRY DIGMANN
MY COMMISSION EXPIRES
2-27-2001

X Sherry Digmann
, Notary Public in and for said State.

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of corporations


LOT 8
LOT 7
LOT 6
LOT 5
TEGELER'S FIRST SUBDIVISION
PLAT BK. 7, PG. 45
N. Fifth St.
123.00'
N 00°25'20" W
10' Utility & R.O.W. Easement
N 90°00'00" E 146.07'
108.00'
30'
38.07'
S 62°57'00" E 135.87'
25'
LOT 1
0.21 ACRES
86.00'
86.09'
LOT A
LOT 2
0.27 ACRES
W.C.
20' DRIVEWAY & UTILITY EASEMENT
N 00°27'03" W 170.70'
N 90°00'00" E
108.00'
L6
S 64°58'10" E
96.25'
30'
72.99'
S 27°01'51" W
W.C.E.
30'
LOT 3
0.21 ACRES
84.70'
84.61'
N 00°27'03" W
TYP.
LOT 4
0.23 ACRES
40.00'
10' PRIVATE ACCESS EASEMENT
LOT B
25'
S 90°00'00" W
108.00'
38.07'
30'
L7
L4
L1
116.82'
146.07'
L2
L3
Unnamed City St.
33' ROW
12' ACCESS EASEMENT
W.C.
POINT OF BEGINNING
W.C.
LOT 4
BOOM'S FIRST ADDITION
LOT 1
LOT 2
L5
172.30'
N 00°00'00" E
139.30'
116.00'
55.00'
ADDITION
195.98'
S 73°18'19" W
W 250.00'
LOT 4
Railroad Addition
DELAWARE COUNTY FISH &