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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:
(X) Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920

1999-051
1999-331

Taxpayer Information:
Patrick Dolan
2337 180th Ave.
Manchester, Iowa 52057

Return Address:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057

Grantors:
Ronald D. and Diane L. Gienapp

Grantees:
Patrick and Mindy Dolan

Legal Description: Page 2

Document or instrument number if applicable:

EASEMENT AGREEMENT

This Agreement entered into this 25th day of September, 2006, by and between Ronald D. Gienapp and Diane L. Gienapp, husband and wife (hereinafter "Gienapp") and Patrick Dolan and Mindy Dolan, husband and wife (hereinafter "Dolan").

WHEREAS, Dolan has entered into an Agreement to purchase the following described real estate located in Delaware County, Iowa:

> Parcel H part of the NE ¼ SW ¼, Section Eight (8), Township Eighty Eight (T88N), Range Five (R5), West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2006, Page 3561.

AND WHEREAS, Gienapps are the owners of real estate over which Dolans seek to acquire an Easement so as to provide access from the above described premises to 180th Ave. in Delaware County, Iowa.

AND WHEREAS, the parties wish to formalize an agreement whereby Gienapps grant onto Dolans, their heirs, successors and assigns an Easement to provide access from the Dolan property to 180th Avenue in Delaware County, Iowa.

NOW, THEREFORE, in consideration of the sum of $4,000.00, paid in hand by Dolans to Gienapps, receipt of which is hereby acknowledged, the parties they agree as follows:

1. Gienapps hereby grant onto Patrick Dolan and Mindy Dolan, husband and wife, and onto their heirs, successors and assigns an Easement over and across the following described real estate.

   > Commencing at the Southeast corner of the Southwest Quarter (SW ¼) of the Northeast Quarter of Section Eight (8), Township eighty-eight (88) North, Range Five (5), West of the 5th P.M., running thence North 30 feet along the East line of said Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), thence in a Southwesterly direction to a point being 45 feet West of the point of beginning and on the South line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE ¼) of said Section Eight (8), thence East 45 feet to the point of beginning.

2. Gienapps hereby grant onto Dolans and onto their heirs, successors and assigns, a permanent Easement over and across the above described premises to provide a permanent access from 180th Ave. in Delaware, Iowa over and across the above described premises to real estate owned by Dolans. Said Easement area may be used by the Grantees herein, their heirs, successors and assigns and their agents, licensees and invitees, as well as the owners and tenants of adjoining farmland, but only for agricultural purposes. This easements shall not extend to the owners of any other residential real estate from future subdivisions.

3. Gienapps, for and on behalf of themselves, their heirs, successors and assigns, agree that they will not place any obstructions across the easement area or in any way block the easement area and agree that the Grantees herein, their heirs, successors and assigns, may construct a hard surfaced road on the easement area, provided however, that Gienapps shall have no responsibility for the construction or maintenance of any roadway over and across the easement area. In addition, Dolans, for and on behalf of themselves and all those using the Easement area under the terms of this Easement agree to hold Gienapps or the future owners of the Easement area harmless from any damages, claims or causes of action resulting from the use of the Easement area.

4. The provisions of this Agreement shall run with the land and be binding on Gienapps, their heirs, successors and assigns.

Dated this 25th day of September, 2006.

Ronald D. Gienapp

Patick Dolan

Diane L. Gienapp

Mindy Dolan

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 25th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Dolan and Mindy Dolan, 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.

ANGEL BARNHART
Commission Number 706804
My Commission Expires
11-08-06

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 22nd day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald D. Gienapp and Diane L. Gienapp, 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.

ANGEL BARNHART
Commission Number 706804
My Commission Expires
11-08-06

Notary Public in and for the State of Iowa