

✓RETURN TO: MICHAEL L. MCENROE, 1701 48TH ST, #100, WEST DES MOINES, IA 50266  
PREPARED BY: MICHAEL L. MCENROE, 1701 48TH ST., #100, WEST DES MOINES, IA 50266

EASEMENT

REDS 10<sup>00</sup> ✓  
AUDS \_\_\_\_\_ ✓  
P.M.F. \$ 1<sup>00</sup> ✓

THIS AGREEMENT made on the 3 day of August, 1999, by and between **MARK R. TROUT AND LORI L. TROUT, HUSBAND AND WIFE**, (hereafter referred to as "First Party") and **RAY SALVA, JR., AND DONNA N. SALVA, HUSBAND AND WIFE**, (hereafter "Second Party").

**WHEREAS**, First Party is purchasing and will have legal title on or about September 1, 1999, to the following-described real estate, to-wit:

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5<sup>th</sup> P.M., Madison County, Iowa

(hereafter "Tract 1") and

**WHEREAS**, the Second Party owns and has title to the following-described real estate, to-wit:

The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5<sup>th</sup> P.M., Madison County, Iowa

(hereafter "Tract 2") and

**WHEREAS**, Tract 1 is adjacent to Tract 2, and

**WHEREAS**, for good and valuable consideration, First Party has agreed to grant Second Party an easement or right-of-way over a portion of Tract 1 described above:

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants, agreements, conditions, and stipulations hereinafter contained, it is mutually covenanted, stipulated, and agreed by and between the parties as follows:

1. First Party, for themselves, their heirs, successors and assigns, grants and conveys unto the Second Party, their heirs, successors and assigns, an easement in, to, upon and over the South forty (40) feet of the SE¼ of the NE¼ of Section 22, Township 76 North, Range 27, West of the 5<sup>th</sup> P.M., Madison County, Iowa, (Tract 1).
2. Said easement is given for the purpose of ingress and egress by the Second Party, their heirs, successors and assigns, to have access with their motor vehicles, farm machinery, and other vehicles over the South forty (40) feet of Tract 1 to and from Tract 2 to enable Second Party, their heirs, successors and assigns, to get to and from Tract 2 with their motor vehicles, farm machinery, and other vehicles. It is understood that said easement is not to be construed as an easement given to the exclusion of the First Party, their heirs, successors and assigns from continuing to use and have access to the South forty (40) feet of Tract 1 above.
3. Second Party may install a driveway over a portion of the South forty (40) feet of Tract 1 to enable Second Party to better utilize the easement for driveway or road purposes. In the event Second Party decides to install a driveway, Second Party shall be responsible for paying the cost of installing such driveway and for the cost of removing debris and other obstacles encountered when such driveway is being constructed.

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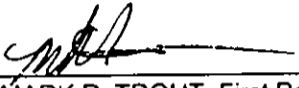
STATE OF IOWA, SS.  
MADISON COUNTY,

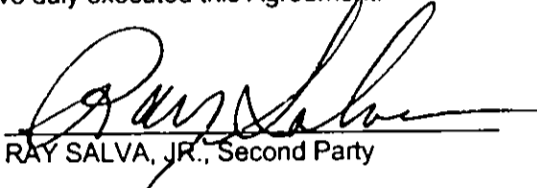
Inst. No. \_\_\_\_\_ Filed for Record this 12th day of January, XX 2000 at 2:44 PM  
Book 142 Page 192 Recording Fee \$ 11.00 Michelle Utsler, Recorder, By Jason M. Hawley Deputy

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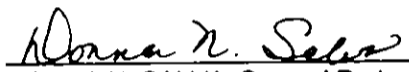
4. If a driveway over a portion of the South forty (40) feet of Tract 1 is later installed or constructed by Second Party, Second Party, their heirs, successors and assigns, covenant with First Party, their heirs, successors and assigns, to maintain such driveway and to make necessary repairs and improvements when needed. The expense of maintenance, repairs or improvements shall be the responsibility of Second Party, their heirs, successors and assigns.
5. First Party and Second Party agree that this easement shall be a covenant running with the land and shall be binding on and inure to the benefit of each party, their heirs, successors and assigns and grantees.
6. This Agreement shall constitute 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 upon any party except to the extent incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

  
MARK R. TROUT, First Party

  
RAY SALVA, JR., Second Party

  
LORI L. TROUT, First Party

  
DONNA N. SALVA, Second Party

STATE OF IOWA: COUNTY OF POLK: SS:

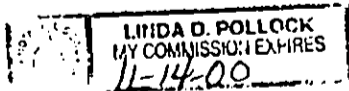
On this 3 day of August, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARK R. TROUT AND LORI L. TROUT, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

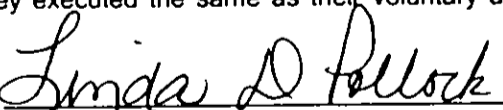


  
NOTARY PUBLIC --- STATE OF IOWA

STATE OF IOWA: COUNTY OF MADISON: SS:

On this 3 day of August, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RAY SALVA, JR., AND DONNA N. SALVA, 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.



  
NOTARY PUBLIC -- STATE OF IOWA