

FILED NO. 005545

BOOK 142 PAGE 858

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

RECS 15⁰⁰
AUD \$ 1⁰⁰
P.M.F. \$ 1⁰⁰

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Preparer Information: ✓ Steven C. Reed, 1741 Grand Avenue, West Des Moines, Iowa 50265, (515) 224-1776

AGREEMENT ON EASEMENT

This Agreement is made and entered into this 4th day of August, 2000, by and between Thomas G. Falk and Gail A. Falk, husband and wife, and William E. Bishop and Beverly A. Bishop, husband and wife.

WITNESSETH:

WHEREAS, Thomas G. Falk and Gail A. Falk, husband and wife, are the sole owners of the following described real estate situated in Madison County, Iowa, to wit:

The East Half (1/2) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4), except for the North Two (2) Acres thereof, and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4), and the East Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4), and the West Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4), except for the South Seven (7) Acres thereof, of Section Eleven (11), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, subject to road and utility easements

(Sometimes hereinafter referred to as Parcel "A")

WHEREAS, William E. Bishop and Beverly A. Bishop, husband and wife, are the present owners of the following described real estate situated in Madison County, Iowa, to wit:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) and the West Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) and the West Half (1/2) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4), except for Six (6) Acres commencing 330 Feet South of the Northwest Corner of Section Eleven (11), thence South on Section Line 750 Feet, thence East 350 Feet, thence North 750 Feet, thence West 350 Feet to Point of Beginning, and the North Two (2) Acres of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4), of Section Eleven (11), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

(Sometimes hereinafter referred to as Parcel "B")

A tract of land commencing 330 Feet South of the Northwest Corner of Section Eleven (11) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence South on Section line 750 feet, thence East 350 feet, thence North 750 feet, thence West 350 feet to Point of Beginning, containing 6 Acres, more or less

(Sometimes hereinafter referred to as Parcel "C")

WHEREAS, the parties hereto desire to place of record the existence of driveway easement over, along and across a portion of Parcel "A" for the benefit of Parcel "B" and Parcel "C".

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, IT IS AGREED THAT:

1. Thomas G. Falk and Gail A. Falk, husband and wife, do hereby confirm and grant unto William E. Bishop and Beverly A. Bishop, and their successors or assigns, the right and easement to use a twenty foot wide easement over, along and across Parcel "A" for driveway purposes to Parcels "B" and "C" described herein, which driveway easement shall be where the existing driveway is from Windwood Trail to the property now owned by Bishops.
2. The cost of maintenance of such driveway easement shall be solely paid by the then owners of Parcels "B" and "C" or their future successors or assigns, until such time as the then owners of Parcel "A" build structure(s) on Parcel "A" and for access to such structure(s) use such driveway. In such event, two-thirds of the cost of maintenance of such driveway easement shall be paid by the then owners of Parcels "B" and "C" in equal one-third shares, with the remaining one-third of the cost of maintenance to be paid by the then owners of Parcel "A".
3. The driveway shall be kept free for use of all parties hereto and neither party shall allow vehicles to be parked or kept in the driveway in such manner as to obstruct the use thereof by either party.
4. The Falks represent that no other person or entity claims any interest, claim or lien to or on Parcel "A" except for road or utility easements.
5. This grant of easement and this agreement shall be binding upon the heirs, successors and assigns of the parties hereto and shall run with the land.

x *Thomas G. Falk*
Thomas G. Falk

Dated: 8/4/2000

x *William E. Bishop*
William E. Bishop

Dated: 8-1-00

x *Gail A. Falk*
Gail A. Falk

Dated: 8/4/00

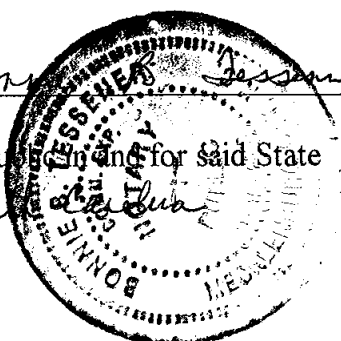
x *Beverly A. Bishop*
Beverly A. Bishop

Dated: August 1, 2000

STATE OF NORTH CAROLINA, Mecklenburg COUNTY, SS:

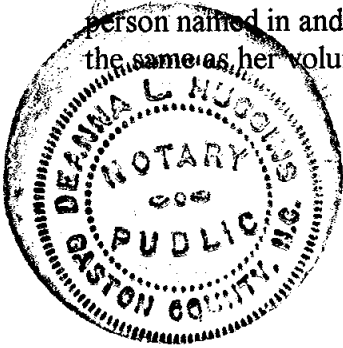
On this 4th day of August, 2000, before me, the undersigned, a Notary Public in and for the State of North Carolina, personally appeared Thomas G. Falk, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Bonnie E. Jenson
Notary Public in and for said State
Bonnie E. Jenson



STATE OF NORTH CAROLINA, Gaston COUNTY, SS:

On this 4th day of August, 2000, before me, the undersigned, a Notary Public in and for the State of North Carolina, personally appeared Gail A. Falk, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

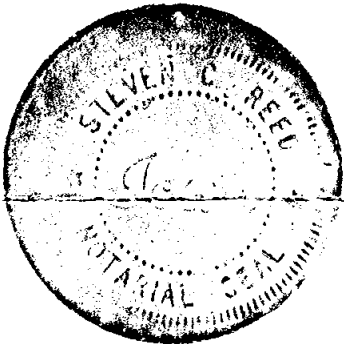


Deanna L. Huggins

Notary Public in and for said State

STATE OF IOWA, Polk COUNTY, SS:

On this 1st day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William E. Bishop and Beverly A. Bishop, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Silver C. Reed

Notary Public in and for said State