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COMPARED

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

EW

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

EASEMENT

THIS EASEMENT is made and entered into by and between Linda L. De Reus., a single person, herein referred to as "De Reus", and Truman D. Payne and Cheryl A. Payne, husband and wife, herein referred to as "Paynes";

WITNESSETH:

De Reus is the owner of the following described real estate, to-wit:

Lot Thirteen (13) in Block Eleven (11) of the Original Town of Earlham, Madison County, Iowa.

Paynes are the owners of the following described real estate, to-wit:

The North One-half (N $\frac{1}{2}$) of Lot Twelve (12) in Block Eleven (11) of the Original Town of Earlham, Madison County, Iowa.

De Reus and Paynes are adjoining property owners. Their common boundary line is the South line of De Reus's real estate and the North line of Paynes' real estate. Paynes desire an easement over and across a portion of De Reus's real estate for the purposes hereinafter set forth, and De Reus desires to grant Paynes the easement.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants contained herein, De Reus by these presents hereby grants and conveys unto Paynes an easement for the purposes hereinafter set forth over and across the following described portion of De Reus's real estate, to-wit:

The South Eight (8) feet of Lot Thirteen (13) in Block Eleven (11) of the Original Town of Earlham, Madison County, Iowa.

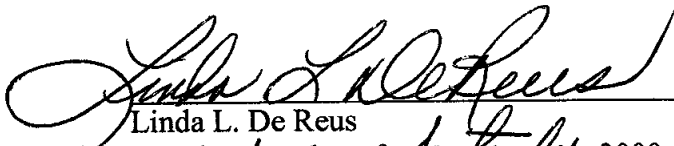
1. The easement created shall be used by Paynes for maintenance access to Paynes' dwelling house which dwelling house is situated on or near the common boundary line between both properties.

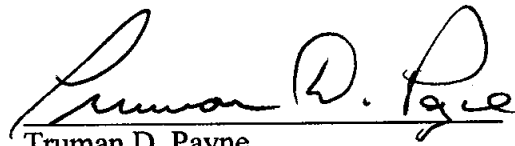
2. Paynes may erect, and thereafter maintain and/or replace, a privacy fence on the aforescribed easement strip.

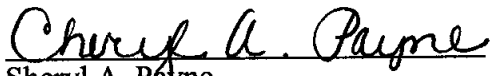
3. Paynes shall use the easement in a manner that will not interfere with De Reus's quiet enjoyment of his property.

4. This easement shall be deemed to be a covenant running with the title to De Reus's real estate and Paynes' real estate, and shall be binding upon the parties' successors in interest; provided, however, this easement may be amended or released at any time by the parties or their successors in interest by appropriate agreement that is duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth their respective signatures.


Linda L. De Reus
Dated 1 day of September, 2000.


Truman D. Payne
Dated 1 day of Sept., 2000.


C - Cheryl A. Payne
Dated 1 day of Sept., 2000.
Cheryl APAYNE cp

STATE OF IOWA)
) SS
MADISON COUNTY)

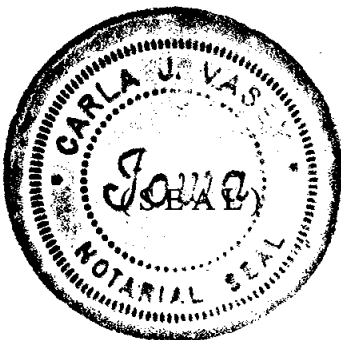
On this 1st day of September, 2000, before me, the undersigned a Notary Public in and for said state, personally appeared Linda L. De Reus to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Carla J Vasely
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 1st day of September, 2000, before me, the undersigned a Notary Public in and for said state, personally appeared Truman D. Payne and Cheryl A. Payne 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.



Carla J Vasely
Notary Public in and for the State of Iowa.