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FILED NO. _____

BOOK 2002 PAGE 5813

2002 NOV 27 AM 8:16

REC \$ 15⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

PREPARED BY: Charles H. Fagen, P.O. Box 250, Dallas Center, IA, 50063, 515-992-3728
NICOLE UTSLER
RECORDER
MADISON COUNTY, IOWA

AMENDED EASEMENT AGREEMENT

COMES NOW, Mark R. Trout and Lori L. Trout, husband and wife, as First Party, AND Anthony W. Sehman and April E. Sehman, husband and wife, as Second Party, and state the following:

WHEREAS, First Party is owner of the following described real estate, to-wit:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, (hereafter Tract 1)

WHEREAS, the Second Party is owner of the following described real estate, to-wit:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, (hereafter Tract 2)

WHEREAS, there was previously executed and recorded an Easement on January 12, 2000, in Deed Record Book 142 at Page 192, an easement 40 feet in width for ingress/egress and utilities across Tract 1 for the benefit of Tract 2. Wherefore, the parties now desire to enlarge that existing easement to allow Second Party to construct a driveway to their property that better follows the contours of the land.

WHEREAS, Tract 1 is adjacent to Tract 2, and WHEREAS, for good and valuable consideration, First Party as 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 100 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, (Tract 1).

✓
Tony Sehman
PO Box 370
Dallas Center 50063

2. Said easement is give 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 100 feet of Tract 1 to and from Tract 2 to enable Second Party, their heir, successors and assigns, to get from Tract 2 with their motor vehicles, farm machinery and other vehicles. It is understood that said easement is not 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 100 feet of Tract 1 above.

3. Second Party may install a driveway over a portion of the South 100 feet of Tract 1 to enable Second Party to better utilize the easement for driveway and 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.


4. If a driveway over a portion of the South 100 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 the agreement shall not be binding upon any party except to the extent incorporated into this agreement.

Dated this ____ day of November, 2002.

FIRST PARTY

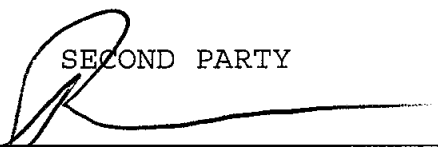


Mark R. Trout



Lori L. Trout

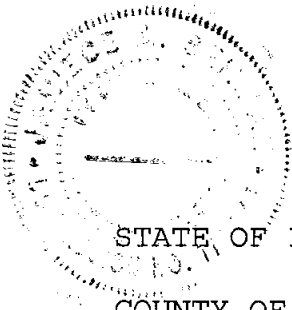
SECOND PARTY



Anthony W. Sehman



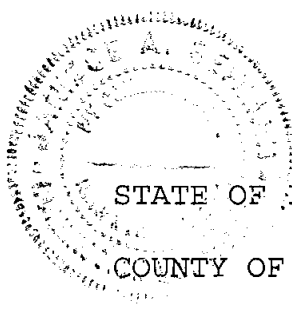
April E. Sehman



STATE OF IOWA :
 : ss.
 COUNTY OF MADISON :

On this 26th day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark R. Trout and Lori L. Trout, husband and wife, 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.

James A. Sehman
 Notary Public
 in and for said State



STATE OF IOWA :
 : ss.
 COUNTY OF MADISON :

On this 26th day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony W. Sehman and April E. Sehman, husband and wife, 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.

James A. Sehman
 Notary Public
 in and for said State