

✓ Steve Allsup
2606 Windward Ave
St Charles 50240

REC \$ 20 00
AUD \$ 1 00
R.M.F. \$ 5 00



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BOOK 2003 PAGE 6922

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RECORDED	✓
COMPARED	✓

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared by: David D. Nelson, Whitfield & Eddy, P.L.C., 210 N. Ankeny Blvd. Suite 100, Ankeny, IA 50021 (515) 964-3633

EASEMENT AGREEMENT

THIS Easement Agreement ("Agreement") made this 30th day of May, 2003, by and between Dwight F. Downs and Thelma Downs, husband and wife, ("Downs") and Steve M. Allsup and Elizabeth d. Allsup, husband and wife ("Allsups").

WHEREAS, Downs are the owners of the following described real estate:

The Northwest Quarter of the Northeast Quarter of Section 26, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" of said Northwest Quarter of the Northeast Quarter as shown in Plat of Survey filed in Book 2003, Page 2151 on April 15, 2003, in the Office of the Recorder of Madison County, Iowa ("Downs Property"); and

WHEREAS, Allsups are the owners the following described real estate:

Parcel "A", located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 13.047 acres, as shown in Plat of Survey filed in Book 2003, Page 2151 on April 15, 2003, in the Office of the Recorder of Madison County, Iowa ("Allsups Property").

WHEREAS, there is no direct access to the Allsups Property from the public road immediately west of and adjacent to the Allsups Property; and

WHEREAS, Allsups desire an easement for ingress/egress purposes from Downs, and Downs are willing to grant such easement to Allsups subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows.

1. Grant of Easement. Downs hereby grant and convey to Allsups a permanent easement for ingress and egress to and from Allsups Property over, through and across that part of Downs Property labeled "Easement Area" on Exhibit "A" attached hereto and made a part hereof. The parties shall share equally in the use of the southern portion of the Easement Area that runs in an east/west direction. The northern portion of the Easement Area that extends north and connects to the Allsups property shall be for the exclusive use by Allsups. The parties shall not unduly interfere with or obstruct any other party's use of the shared portion of the Easement Area.

2. Maintenance. The parties shall share equally in the costs for maintenance and snow removal for the shared portion of the Easement Area. Allsups shall be responsible for the costs of maintenance and snow removal for the portion of the Easement Area used exclusively by them.

3. Enforcement. Any party to this Agreement may enforce it against any other party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney fees.

4. Binding Effect. This Agreement shall be deemed to be a covenant running with the title to the land herein described, and shall be binding upon, and shall inure to the benefit of, the parties hereto, as well as their heirs, personal representatives, successors and assigns.

5. Words and Phrases. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

Dwight F. Downs
Dwight F. Downs

Thelma Downs
Thelma Downs

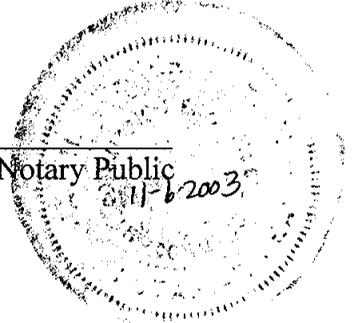
Steve M. Allsup
Steve M. Allsup

Elizabeth D. Allsup
Elizabeth D. Allsup

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this 30 day of May, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Dwight F. Downs and Thelma Downs, 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 there voluntary act and deed.

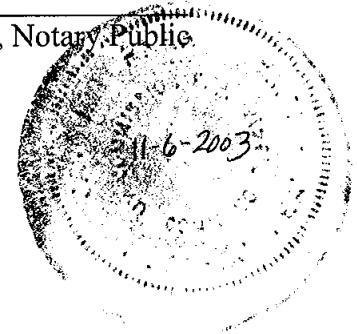
Jay Turner
_____, Notary Public



STATE OF IOWA)
)ss:
COUNTY OF _____)

On this 30 day of May, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Steve M. Allsup and Elizabeth D. Allsup, 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 there voluntary act and deed.

Jay Turner
_____, Notary Public



A PLAT OF SURVEY FOR DWIGHT & THELMA
 THE NORTHWEST QUARTER OF THE NORTHEAST
 26, TOWNSHIP 75 NORTH, RANGE 26 WEST OF
 MADISON COUNTY, IOWA.

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSET, IOWA (515) 462-3995
 CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273
 JAMES M HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

