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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

PREPARED BY: B. KIP SHELBY, ATTORNEY AT LAW, P.O. BOX 3001, ANKENY, IA 50021 PHONE: 515-965-6195

### ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is hereby made this 8<sup>th</sup> day of July, 1998, by and between James D. Agan and Beth A. Agan, husband and wife, of Winterset, Iowa. (hereinafter referred to as the "Agans"), and Lyle G. Donham and Albena Donham, husband and wife, of Winterset, Iowa (hereinafter referred to as the "Donhams").

WHEREAS, Agans are the owners of certain real estate located in the City of Winterset, Madison County, Iowa, which is legally described as follows:

Commencing 66 feet North of the Southeast corner of Block Nineteen (19) in Pitzer & Knight's Addition to the City of Winterset, Madison County, Iowa and running thence North 66 feet, thence West 132 feet, thence South 66 feet, thence East 132 feet to the place of beginning,

hereinafter referred to as the "Agan Property," and

WHEREAS, Donhams are the owners of certain real estate adjoining the north boundary line of the Agan Property, which is legally described as follows:

Commencing 66 feet South of the Northeast Corner of Block Nineteen (19) of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa, and running thence West 132 feet, thence South 66 feet, thence East 132 feet, thence North 66 feet to the place of beginning,

hereinafter referred to as the "Donham Property;" and

WHEREAS, the parties desire to establish for themselves, their successors and assigns, a joint driveway easement over an existing driveway that includes a portion of the Agan Property and a portion of the Donham Property, for the mutual benefit of both parties, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Access Easement. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration given by each of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Agans and Donhams hereby grant the following easements, to-wit:

a) Agans hereby sell, grant and convey unto Donhams a perpetual, non-exclusive easement over, upon and across a portion of the Agan Property described as follows:

The North Two and One-half (2 1/2) feet of the Agan Property;

b) Donhams hereby sell, grant and convey to Agans a perpetual non-exclusive easement over, upon and across a portion of the Donham Property described as follows:

The South Eight (8) feet of the Donham Property;

(The combined easement areas so defined shall hereinafter be referred to as the "Easement Area.") Said easements shall be deemed to be mutual and reciprocal and are given for the purpose of allowing ingress and egress over the existing driveway to and from the Agan Property, the Donham Property and the adjoining public roadway known as North First Avenue by Agans and Donhams and their respective heirs, successors and assigns.

2. Maintenance. Agans and Donhams shall be equally responsible for the maintenance and repair of the Easement Area and for the removal of snow and debris from the same. Each of the parties agree to use their best efforts to assure that the above-described Easement Area is kept free of obstructions including, but not limited to, parked vehicles.

3. Indemnification. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damages or liability arising out of their use of the Easement Area, and each party agrees to add said Easement Area to the premises covered by any policy of Premises Liability Insurance which they maintain with respect to their property served by or subject to this Agreement.

4. Covenant Running With Land. The easement rights herein granted and the obligations herein set forth shall be a covenant running with the land, as to both the Agan Property and the Donham Property, and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, assignees and successors in interest.

5. Construction. In the construction of this Agreement, the use of the neuter shall include the feminine and the masculine.

