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REC \$ 25.00
 AUD \$ _____
 R.M.F. \$ 1.00

FILED NO. 001497
 BOOK 142 PAGE 2
 99 OCT 12 PM 3: 20

MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA
 (515) 283-1000

Prepared by: Scott W. Anderson, Dorsey & Whitney, 801 Grand, Suite 3900, Des Moines, Iowa 50309

EASEMENT AGREEMENT

WHEREAS Max Z. Steigleder and Tracy D. Steigleder, husband and wife, (collectively "Seller") is the owner of real property legally described on Exhibit A attached hereto (the "Cedar View Property"); and

WHEREAS Seller is the owner of real property legally described on Exhibit B attached hereto (the "Creek Property"); and

WHEREAS Seller and Linda Packila ("Buyer") have entered into a purchase agreement for a portion of the Cedar View Property, which property is legally described on Exhibit C hereto ("Parcel F") (the Cedar View Property less Parcel F is to be known as the "Retained Cedar View Property") and is further described in a Plat of Survey recorded in Book 3 at page 485 of the Madison County records (the "Parcel F Plat"); and

WHEREAS there currently exists a gravel road approximately thirty feet in width leading from Quarry Trail, a public roadway, over the Creek Property and onto the Cedar View Property, which gravel road is illustrated by the drawing attached hereto as Exhibit D (the "Road") and portions of which are further depicted on the Parcel F Plat; and

WHEREAS Buyer desires to obtain an easement from Seller for the use of the Road that crosses over the Creek Property and the Retained Cedar View Property so that Buyer and Buyer's invitees may have access to Parcel F from Quarry Trail; and

WHEREAS Seller desires to obtain an easement from Buyer for use of the Road that crosses over Parcel F so that Seller and Seller's invitees may have access to all of the Cedar View Property.

NOW, THEREFORE Seller and Buyer agree as follows:

1. Seller's Grant of Easement. Seller grants to Buyer, and to any future owner of the Parcel F property, the right to use any of the Road that crosses over the Creek Property or the Retained Cedar View Property.
2. Buyer's Grant of Easement. Buyer grants to Seller, and to any future owner of any of the Retained Cedar View Property, the Creek Property and Seller's successors and assigns, the right to use any of the Road that encroaches on Parcel F.

3. Use of Easement. The Road shall be maintained as a thirty feet in width gravel road, unless all parties agree otherwise. The scope of the easement shall be limited to the use a reasonable landowner of residential property and the landowner's invitees would make of a private driveway.

4. Duration of Easement. The duration of the easement for the Road shall be perpetual.

5. Maintenance of Easement. Buyer and Seller agree to maintain the Road as a gravel road. Buyer shall pay one-fourth (1/4) of the cost of maintaining the Road, and Seller shall pay three-fourths (3/4) of the cost of maintaining the Road. The parties acknowledge that it shall be their responsibility to maintain all of the Road, including the portion of the Road that is on the Creek Property.

Buyer acknowledges that it is Seller's intent to transfer to the purchasers of the Retained Cedar View Property the responsibility to maintain the Road and that Seller may delegate to purchasers of any or all of the Retained Cedar View Property the obligation to share in the cost of maintaining the Road.

Maintenance of the Road shall include, but not be limited to, the following:

a. *Addition of Gravel.* Buyer and Seller shall add gravel to the Easement at periodic intervals to ensure that the Road is properly graded and does not cause damage to persons or property. The parties acknowledge that the owners of Cedar View Property that are collectively responsible for seventy-five (75) percent of the maintenance cost of the Road may consent to the addition of gravel to the Road at any time, and the cost of adding such gravel shall be divided pursuant to this Agreement.

b. *Removal of Snow.* The parties shall ensure that the road is reasonably free of snow and ice.

6. Construction of an Entrance. The parties may, by unanimous consent, agree to the construction of a structure at the entrance of the Road which designates the Road as the entrance to the Cedar View Property. If such a structure is constructed, it shall be maintained in good condition. The costs of constructing and maintaining the structure shall be divided in the same proportion as the cost of maintaining the Road.

Executed this 1st day of October, 1999.

SELLER

Max Z. Steigleder
Max Z. Steigleder

Tracy D. Steigleder
Tracy D. Steigleder

BUYER

Linda Packila
Linda Packila

STATE OF IOWA, Polk COUNTY, ss:

On this 11th day of October, 1999, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Max Z. Steigleder and Tracy D. Steigleder, husband and wife 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.

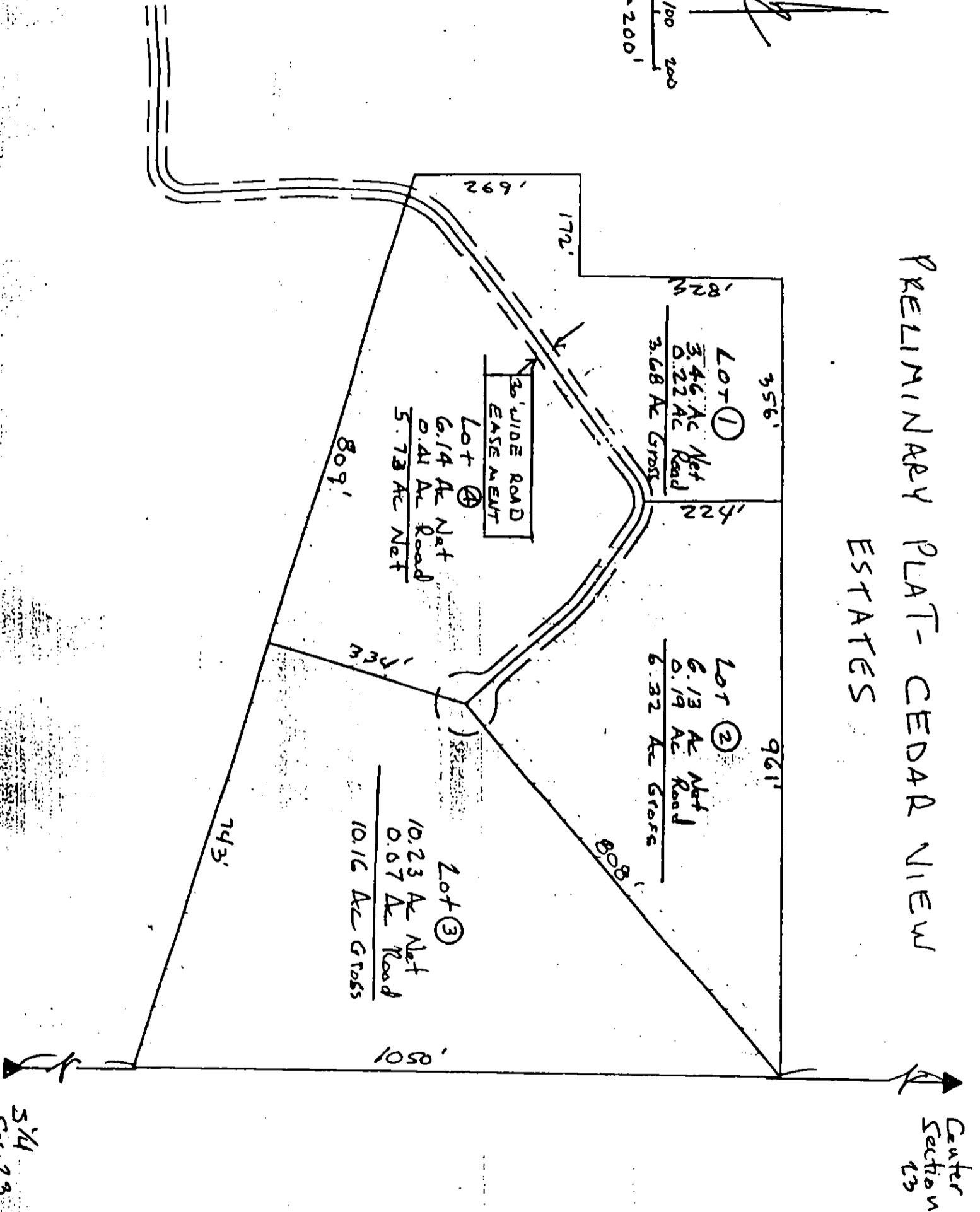
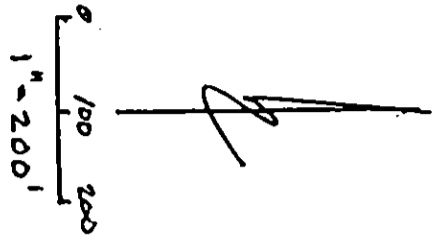
Richard E. Lunt
Notary Public
Commission expires
1-5-2000

STATE OF IOWA, Polk COUNTY, ss:

On this 11th day of October, 1999, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Linda Packila, 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.

Angie E. Lunde
Notary Public
Commission expires
Feb 7, 2001

PRELIMINARY PLAT - CEDAR VIEW
ESTATES



3/4
Sec 23