

COMPAREDFILED NO. **1493**BOOK 127 PAGE 584

91 DEC 20 PH 2: 25

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Fee \$30.00

## EASEMENT AGREEMENT

Grantors, Byron L. Friend and June A. Friend, husband and wife, and grantees, Harvey Handley and Mabel Handley, husband and wife, and Robert Houseman and Rosetta Houseman, husband and wife, hereby agree as follows:

1. Grantors hereby convey to grantees an easement for the construction, maintenance and reconstruction of a private road over the .728 acre tract described on the attached and incorporated Exhibit A.
2. The purpose of this easement is to provide the grantees with a road leading to properties owned by them north of the real property described in the attached Exhibit A.
3. The grantees agree that no additional residences will be constructed for service by this road without the express written permission of the grantors.
4. The grantees shall construct and maintain a pipeline, at least one inch (1") in diameter, from the existing well north of the Exhibit A road easement to a hydrant, also constructed and maintained by the grantees, which will not freeze in winter, suitable for use in watering the grantors' cattle in the field south of the easement property.
5. The grantees shall construct and maintain a "lawful fence" pursuant to Section 113.18 of the 1991 Code of Iowa, along the southern boundary of the Exhibit A easement property, with the grantors selecting the type of "lawful fence" installed.
6. The grantees will maintain riprap along the south bank of the river north of this property to prevent erosion into the new road.

7. The grantors shall have the right to use this road easement for the purpose of access to the field south of it, and the fence that the grantees agreed to construct above, shall include a gate agreeable to the grantors.

8. Grantees agree to pay all legal fees, all recording fees, all surveying fees, and all other costs incurred by the grantors, which are related to this easement. It is agreed that the grantors shall not be obligated to supply the grantees with an abstract of title to the easement property.

9. This agreement shall run with the land, and be binding on not only the parties, on their heirs, successors and assigns.

Dated: December 18, 1991.

GRANTORS:

June A. Friend  
June A. Friend

Byron L. Friend  
Byron L. Friend

GRANTEES:

Harvey Handley  
Harvey Handley

Mabel Handley  
Mabel Handley

Robert Houseman  
Robert Houseman

Rosetta Houseman  
Rosetta Houseman

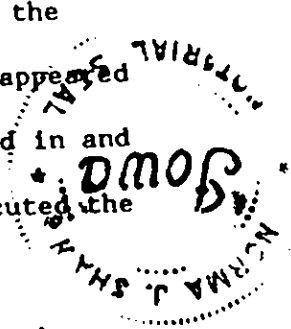
STATE OF IOWA )

ss

MADISON COUNTY )

On this 18<sup>th</sup> day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Byron L. Friend and June A. Friend 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.

Norma J. Shaw  
Notary Public in and for the State of  
Iowa



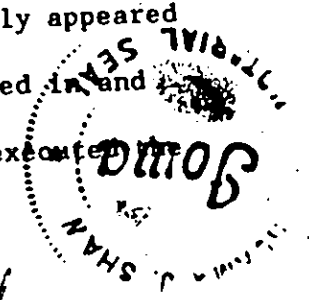
STATE OF IOWA )

ss

MADISON COUNTY )

On this 19<sup>th</sup> day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harvey Handley and Mabel Handley 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.

Norma J. Shaw  
Notary Public in and for the State of  
Iowa



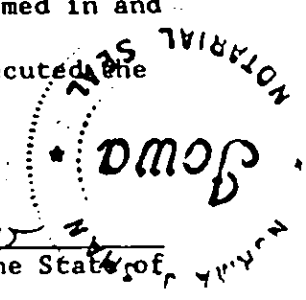
STATE OF IOWA        )

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MADISON COUNTY     )

On this 19<sup>th</sup> day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Houseman and Rosetta Houseman 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.

Norma J. Shaw  
Notary Public in and for the State of  
Iowa



## SUBORDINATION

Farmers & Merchants State Bank of Winterset, Iowa, hereby agrees that its presently outstanding mortgage, which covers the real property described on the attached and incorporated Exhibit A, along with additional real property, is junior and subordinate to this Easement Agreement, and that this Easement Agreement shall survive any foreclosure of Farmers & Merchants State Bank's said mortgage.

FARMERS & MERCHANTS STATE BANK

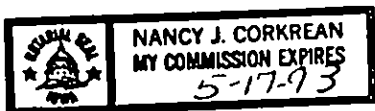
By James W. Mease  
James W. Mease, President

STATE OF IOWA        )

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MADISON COUNTY    )

On this 18<sup>th</sup> day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James W. Mease, to me personally known, who, being by me duly sworn, did say that he is the President, of the corporation executing the foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and James W. Mease acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it, and by him voluntarily executed.



Nancy J. Corkrean  
Notary Public in and for the State of Iowa.

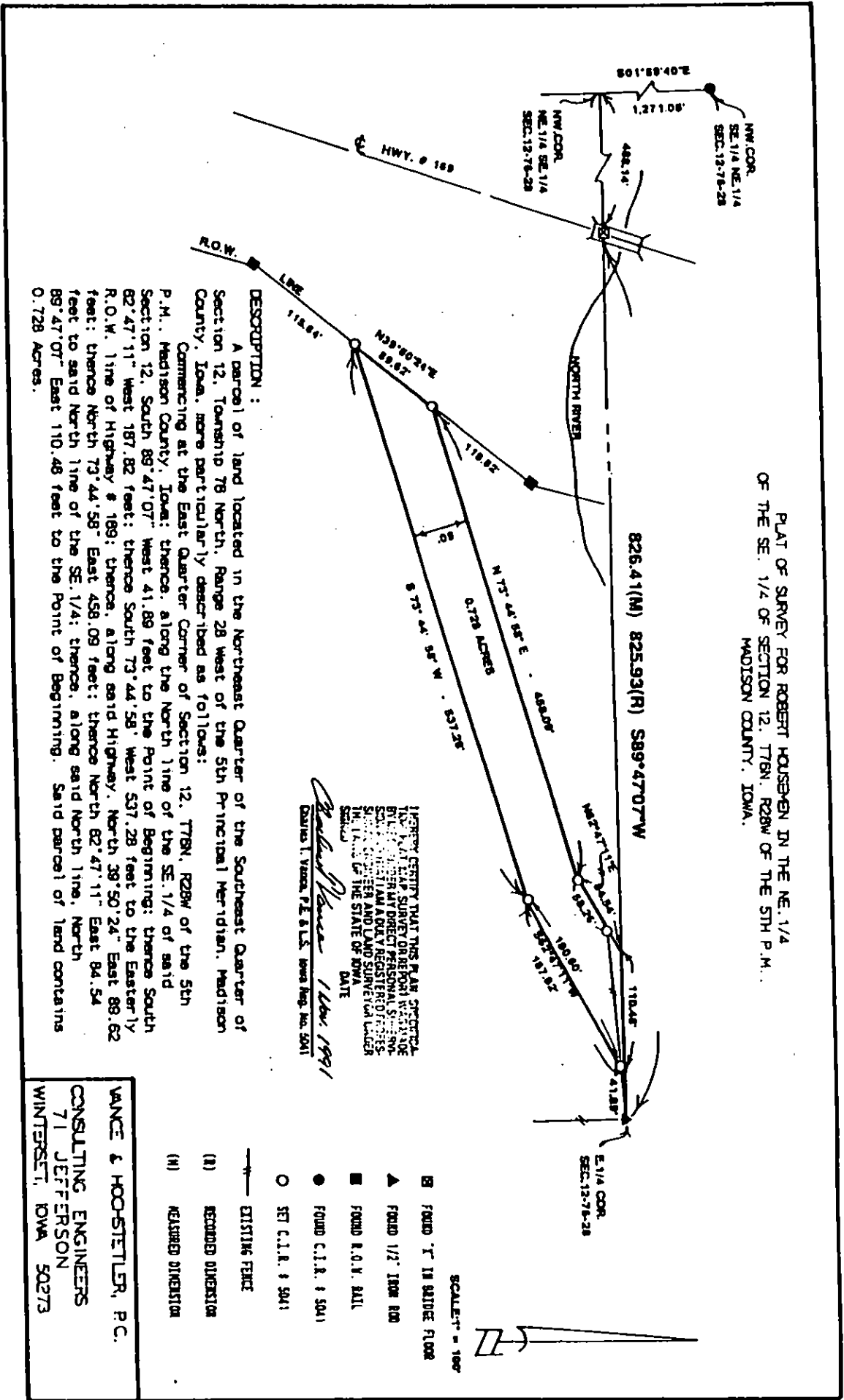


EXHIBIT A