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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Recorder's Cover Sheet

Preparer Information:

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Taxpayer Information:

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Return Address

Breanna L. Young (Atty. ID No. AT0009059), NELSON, YOUNG & BRALAND, PO Box 370,
Earlham, Iowa 50072 T: (515)758-2267

Grantors:

Delbert Ray McDaniel and Michele L. McDaniel

Grantees:

Michael D. Thompson and Rosemary T. Thompson

Legal Description: See Page 2

Document or instrument number if applicable:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 11th day of February, 2012, by and between Delbert Ray McDaniel and Michele L. McDaniel, husband and wife, of Earlham, Madison County, Iowa, as grantors (collectively, the "McDaniels"); and Michael D. Thompson and Rosemary T. Thompson, husband and wife, of Earlham, Madison County, Iowa, as grantees (collectively, the "Thompsons").

RECITALS

A. McDaniel Parcel. The McDaniels own the following-described real estate:

Parcel "B" (Plat of Survey filed on 01/26/99 at Farm Plat Book 3, Page 381 in the Recorder's Office) legally described as: Beginning at the SW corner of the NW $\frac{1}{4}$ of Sec. 18 and also being the SW corner of Parcel "A"; thence S 89°05'07" E along the S line of said Parcel "A" a distance of 424.15' to the SE corner of said Parcel "A"; thence S 89°05'07" E 175.19'; thence N 00°00'00" E 316.12'; thence S 88°19'54" W 599.52' to the W line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 18 and also to the W line of Parcel "A"; thence S 00°00'00" E along said W lines 289.10' to the point of beginning (containing 4.163 acres, more or less, and subject to a Madison County Highway Easement over the westerly 0.300 acres thereof, and pursuant to: Affidavit filed on 02/08/99 at Misc. Record Book 45, Page 557 in the Recorder's Office, and being part of Parcel "A" (Farm Plat Book 2, Page 558 in the Recorder's Office) legally described as Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$), all in Sec. 18, Township 76 N, Range 28 W of the 5th P.M., Madison County, Iowa

(the "McDaniel Parcel").

B. Thompson Parcel. The Thompsons own the following-described real estate:

Parcel "C" (Plat of Survey filed on 08/22/11 at Book 2011, Page 2234 in the Recorder's Office) described as: Commencing at a mag nail re-set at the W $\frac{1}{4}$ of Sec. 18; thence S 89°21'08" E a distance of 628.74' to an iron pin at the Point of Beginning; thence N 00°13'29" W a distance of 315.98' to an iron pin; thence N 85°32'07" E through an iron pin along an existing fence a distance of 1769.21' to the centerline of the North River; thence along the present centerline of the North River the following 5 courses; thence S 33°35'20" W a distance of 20.79'; thence S 02°54'55" E a distance of 216.28'; thence S 36°07'01" E a distance of 517.44'; thence S 07°15'48" W a distance of 102.83'; thence S 34°23'46" W a distance of 7.07'; thence S 87°04'02" W through an iron pin along an existing fence, a distance of 509.59' to an iron pin; thence S 00°06'26" W, a distance of 988.24' to an iron pin; thence N 89°41'36" W a distance of 920.00'; thence N00° 24' 33" E a distance of 1307.77'; thence N89° 21' 08" W a distance of 628.74' to the point of beginning; and being a part of S $\frac{1}{2}$ NW $\frac{1}{4}$; E $\frac{3}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; and all that part of SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying W of the present centerline of the North River; and also part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying W of present centerline of North River; all in Sec. 18, Township 76 N, Range 28 W of the 5th P.M., Madison County, Iowa

(the "Thompson Parcel").

C. Layout of Parcels. The McDaniel Parcel lies directly to the west of the Thompson Parcel. Accordingly, the McDaniels and the Thompsons are adjoining property owners, with a shared border running north to south.

D. Easement. The Thompsons desire an easement over and across a portion of the McDaniel Parcel for purposes of ingress and egress to and from the Thompson Parcel, and the McDaniels desire to grant the Thompsons an easement for such purposes.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS

1. Conveyance of Easement. The McDaniels hereby convey to the Thompsons a permanent, non-exclusive easement (the "Easement") for purposes of ingress and egress over and across the following-described portion of the McDaniel Parcel:

The S 30.00' of Parcel "B" located in the Fractional SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 18, Twp. 76 N, Range 28 W of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey recorded in Book 3, Page 381 in the Recorder's Office

(the "Easement Area").

2. Scope of Easement. The Easement shall be used by the Thompsons for ingress, egress, and general-access purposes to the Thompsons' single-family residence only, and for no other purpose.

3. Construction of Easement Area. The McDaniels and the Thompsons shall grade and construct an access road from the McDaniel Parcel to Earlham Road, also known as County Highway P-57, on the Easement Area (the "Access Road"). All costs associated with said grading and construction shall be borne equally by the parties hereto.

4. Paving Material. The Access Road shall be paved with sufficient hard-packed gravel to make the Access Road passable in all weather. All costs associated with said paving shall be borne equally by the parties hereto. No hard-surface paving—including, but not limited to, paving with asphalt or concrete—shall be required, without the prior, written consent of the parties hereto.

5. Maintenance of Easement Area. The McDaniels and the Thompsons shall mutually maintain the Access Road—including, but not limited to, providing for snow removal, grading, and additional gravel—to maintain the Access Road in a usable condition. All costs associated with said maintenance shall be borne equally by the parties hereto.

6. Reservation of Rights. The McDaniels reserve the right to use the Access Road in any manner and for any purpose that does not interfere with the Thompsons' use thereof.

7. Assignability. Use of the easement shall be nonexclusive, and shall inure to the benefit and use of the McDaniels and the Thompsons, and their invitees, successors in interest, and assigns, subject to the conditions stated herein.

8. No Interference. Neither party shall erect or permit the erection of any building, structure, fence, landscaping, or other obstacle on the Access Road, nor shall either party conduct any activity that may interfere with the use and maintenance of the Access Road. The Thompsons may not use, or permit the use of, the Access Road for:

- a. Access or egress to or from any residence other than the Thompsons' single-family residence now located on the Thompson Parcel, or to be constructed thereon;
- b. Parking of any vehicles by the Thompsons or any of their agents, invitees, licensees, or employees; or
- c. Access or egress to or from any business or enterprise other than any farming enterprise now owned or to be owned by the Thompsons.

9. Termination. This Agreement may be amended or terminated at any time by the parties or their successors in interest by mutual agreement that is duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

10. Covenant. This Agreement shall be a covenant running with the title to the McDaniel Parcel and the Thompson Parcel, and shall bind and benefit the parties' successors in interest.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first set forth above.

Delbert Ray McDaniel
Delbert Ray McDaniel

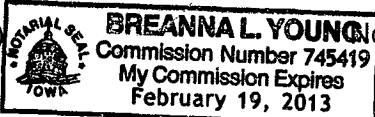
Michele L. McDaniel
Michele L. McDaniel

Michael D. Thompson
Michael D. Thompson

Rosemary T. Thompson
Rosemary T. Thompson

STATE OF IOWA :
: SS
COUNTY OF MADISON :

On this 11th day of February, 2012, before me, the undersigned, a Notary Public in and for the State, personally appeared Delbert Ray McDaniel, Michele L. McDaniel, Michael D. Thompson, and Rosemary T. Thompson, 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.

(SEAL)  Breanna L. Young
Notary Public In and For the State of Iowa.