DRIVEWAY EASEMENT AGREEMENT

This Easement Agreement made this 17th day of November, 1981, by and between Alan J. Doyle and Susan W. Doyle, husband and wife, herein referred to as First Parties, and Leonard Miller and Myrtle L. Miller, husband and wife, herein referred to as Second Parties, WITNESSETH:

THAT, the above named First Parties are the owners of the following described real estate, to-wit:

Commencing at the East ¼ Corner of Section 25, T77N-R28W of the 5th P.M., Madison County, Iowa, thence N.89°07'W. 101.7 feet along the South line of the SE¼ of the NE¼ of said Section 25 to Point of Beginning on the West Right-of Way line of U.S. Highway 169, thence N.23°24'W. 213.8 feet along said Highway R.O.W.; Thence N.40°25 3/4'W. 46.4 feet along said Highway R.O.W.; Thence S.81°15'W. 59.3 feet; thence S.00°00' 97.3 feet; thence N.90°00'W. 289.0 feet; thence S.1°00'W. 118.1 feet to the South line of said SE¼ of the NE¼; thence S.89°07'E. along South line of said SE¼ of the NE¼ 464.8 feet to Point of Beginning and containing 1.4404 Acres.

NOTE: The East line of the NE¼ of Section 25 - T77N-R28W is assumed to bear due North and South.

THAT, the above named Second Parties are the owners of the following described real estate, to-wit:

Commencing at the East ¼ Corner of Section 25, T77N-R28W of the 5th P.M., Madison County, Iowa, thence N. 89°07' W. 101.7 feet along the South line of SE¼ of the NE¼ of said Section 25; thence N. 23°24'W. 213.8 feet along the West right-of-way line of U.S. Highway 169; thence N. 40°25 3/4' W. 46.4 feet along said West right-of-way line to Point of Beginning; thence continuing N. 40°25 3/4' W. 522.3 feet along said West right-of-way line; thence S. 1°00' W. 502.9 feet; thence N. 90°00' E. 289.0 feet; thence N. 00°00' 97.3 feet; thence N. 81°15'E. 59.3 feet to Point of beginning and containing 2.2823 Acres.

(The East line of the NE¼ of Section 25-T77N-R28W is assumed to bear due North and South.)

THAT, the parties hereto desire to create for Second Party, their heirs, successors and assigns, a driveway easement as the same is now situated on the parcel of land owned by First Parties.

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, said First Parties do hereby give, grant and convey unto said Second Parties and unto their heirs, successors and assigns, a right-of-way or easement over, along and across the following described portion of First Parties' real estate, to-wit:

Commencing at the E¼ Corner of Section 25, T77N-R28W of the 5th P.M., Madison County, Iowa, thence N.89°07' W. 101.7 feet along the South line of the SE¼ of the NE¼

Compared

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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of said Section 25 to the West Right-of-Way line of U.S. Highway 169, thence N.23°24' W. 213.8 feet along said Highway R.O.W. to the Point of Beginning, thence N.40°25 3/4' W. 46.4 feet along said Highway R.O.W.; Thence S.81°15'W. 30 feet; thence S.00°00' 46.4 feet; thence Northeasterly in a straight line to the Point of Beginning.

The Driveway Easement thus created shall be for the joint use of the parties hereto and for their heirs, successors and assigns, for driveway purposes. Neither party hereto, their heirs, successors or assigns, shall so use or leave any vehicle, or anything else on said Driveway Easement so as to prevent the free and uninterrupted use of the said driveway by the other party.

Second Parties, their heirs, successors or assigns, shall bear the entire cost of maintaining said driveway in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonably necessary. However, either party causing damage to said driveway through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

This Agreement shall be deemed to be a covenant running with the titles to the above described real estate, and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, so long as either parcel of real estate is used for private residence purposes and provided, however, that this Easement may be released at any time by appropriate agreement for that purpose entered into between the owners of said real estate, duly executed and acknowledged and filed for record in the office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties herein have executed this Agreement this 17th day of November, 1981.

FIRST PARTIES

Alan J. Doyle
(Alan J. Doyle)

Susan W. Doyle
(Susan W. Doyle)

SECOND PARTIES

Leonard Miller
(Leonard Miller)

Myrtle L. Miller
(Myrtle L. Miller)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 17th day of November, 1981, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Alan J. Doyle and Susan W. Doyle to me known

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to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SAMUEL H. KNIGHT Notary Public Iowa (SEAL)

Notary Public in and for the
State of Iowa

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 17th day of November, 1981, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Leonard Miller and Myrtle L. Miller to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SAMUEL H. KNIGHT Notary Public Iowa (SEAL)

Notary Public in and for the
State of Iowa