Deed Record, No. 84, Madison County, Iowa

Glen Burnett
To
Dessie Meader

#2715

Fee $ .70

Filed for record the 6 day of May A. D. 1949 at 3:30 o'clock P.M.

Wilma M. Wade, Recorder

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, A. D. 1949, by and between Glen Burnett, first party, and Dessie Meader, second party, WITNESSETH:

WHEREAS, first party is the record title holder of certain real estate located in the North Half ($N\frac{1}{2}$) of Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and,

WHEREAS, second party is the title holder to certain real estate located in the North Half ($N\frac{1}{2}$) of said Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

WHEREAS, there is now or may hereafter be certain lands owned by either of the parties hereto which are or may be cut off from the main tract of real estate owned by the respective parties by the meandering of the main channel of North Clanton Creek as the same now flows through said Section Fifteen (15), and,

WHEREAS, the parties hereto are desirous of reaching an agreement whereby the respective parties may have the right of egrees and ingress over and across the others land for the

Acres-Blackmar Co., Burlington. 48029

purpose of reaching such tract or tracts as may be cut off from the main tracts of land owned by the respective parties by the meandering of the main stream of North Clanton Creek.

NOW THEREFORE, IT IS AGREED by and between the parties in consideration of the mutual covenants herein contained that each of the parties hereto shall have the right of egress and ingress at all reasonable times over and across the real estate owned by the other for the purpose of farming their own real estate which may be cut off from each party's main tract by the meandering of the main channel of North Clanton Creek.

IT IS FURTHER AGREED by the parties hereto that said right of egress and ingress shall not be limited to any particular defined way but shall be such way as may be mutually agreeable to the parties hereto and such as will cause the lease damage to the others land.

IT IS AGREED by and between the parties hereto that this Agreement shall be construed as a covenant running with the land and shall be binding upon the heirs and grantees of both of the parties hereto.

Glen Burnett
First Party.
Dessie Meader
Second Party.

STATE OF IOWA COUNTY OF MADISON)ss

On this 6th day of May, A. D. 1949, before me Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Glen Burnett, first party and Dessie Meader, second party, 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL SEAL

Shirley A. Webster Notary Public
in and for Madison County, Iowa.