

Charles L. Sornson and Rilla M.
Sornson, husband and wife (first parties)
and
Charlene Manuel (formerly Shirbroun)
and Jack Manuel, wife and husband
(second parties)

EASEMENT AGREEMENT
Dated August 24 1985
Filed August 30 1985 at 2:53 pm
Misc. Book 28 Page 396

This Agreement is entered into on this 24 day of August, 1985, between Charles L. Sornson and Rilla M. Sornson, husband and wife, hereafter First Parties, and Charlene Manuel (formerly Shirbroun) and Jack Manuel, wife and husband, hereafter Second Parties, as follows:

1. First Parties are the owners of real estate in Sac County, Iowa, described as: The East Forty (40) feet of Lot Two (2), Drilling's North Shore, Sac County, Iowa, and Second Parties are owners of real estate which adjoins and lies directly to the west of the property owned by First Parties, and which property includes:

The West Twenty (20) feet of Lot Two (2), Drilling's North Shore, Sac County, Iowa.

2. On the date of this agreement, there exists a driveway which is located partially upon the property owned by First Parties and partially upon property owned by Second Parties. There also presently exists a garage building which may be located partially upon the property owned by First Parties and partially upon property owned by Second Parties.

3. These parties desire to enter into a permanent and perpetual agreement to protect the rights of all parties, their heirs, successors and assigns to access to the driveway referred to above and to further protect the rights of First Parties, their heirs, successors and assigns, to access to and use of the presently located garage building and any replacement structures.

4. First Parties, therefore, grant to Second Parties, their heirs, successors and assigns; and Second Parties, therefore, grant to First Parties, their heirs, successors and assigns, a permanent and perpetual easement of ingress and egress over and across so much of the respective property of each of the parties as is presently occupied by the driveway referred to above. Second Parties grant to First Parties, their heirs, successors and assigns, a perpetual easement over so much of the property owned by Second Parties as is presently occupied by the garage structure located upon the property of the Second Parties.

5. All parties agree that the First Parties, their heirs, successors and assigns shall be responsible for 50% of any expenses incurred in the upkeep, repair, maintenance and replacement of the driveway and that Second Parties, their heirs, successors and assigns shall likewise be responsible for 50% of any expenses incurred in the upkeep, repair, maintenance and replacement of the driveway.

6. All parties agree that the First Parties, their heirs, successors and assigns shall be entitled to the sole and exclusive use and possession of the garage structure referred to above and that First Parties, their heirs, successors and assigns shall likewise be wholly responsible for any expenses incurred in the upkeep, repair, maintenance or replacement of garage structure.

In Witness Whereof the parties have hereunto subscribed their names the date and year first above mentioned.

First Parties
/s/ Charles L. Sornson
Charles L. Sornson
/s/ Rilla M. Sornson
Rilla M. Sornson

Second Parties
/s/ Charlene Manuel
Charlene Manuel (formerly Shirbroun)
/s/ Jack Manuel
Jack Manuel