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 Filed for record in Story County, Iowa
 Susan L. Vande Kamp, County Recorder

Space above for recording data

By: Craig R. Hastings, Att'y at Law, 409 Duff, PO Box 1794, Ames, IA 50010 (515)232-2501
Return to: Craig R. Hastings at same address

EASEMENT DECLARATION

KNOW ALL PERSONS BY THIS INSTRUMENT that Iowa House Building, LLC (Owner) does hereby DECLARE that the following described real estate is subject to the easement described below.

Lots 1 and 2, Block 1, Lee's Second Addition to Ames, Iowa, locally known as 405 Hayward, Ames, Iowa
 AND
 Lots 3 and 4, Block 1, Lee's Second Addition to Ames, Iowa, locally known as 415 Hayward, Ames, Iowa

A. DRIVEWAY EASEMENT. Owner hereby declares that:

1. Lots 3 and 4 are subject to a non-exclusive easement across the portion of Lots 3 and 4 shown on the attached Exhibit A for the benefit of Lots 1 and 2 for the purpose of installation, maintenance and replacement of a driveway to be used solely for driveway purposes.

2. Lots 1 and 2 are subject to a non-exclusive easement across the portion of Lots 1 and 2 shown on the attached Exhibit A for the benefit of Lots 3 and 4 for the purpose of installation, maintenance and replacement of a driveway to be used solely for driveway purposes.

3. As used in this Declaration "driveway purposes" shall mean that the easement area shall be used for residential driveway purposes, and not for parking or standing. Owner declares that the agents, employees, invitees or tenants (or their invitees) of Owner shall not use the easement area for parking or standing, nor shall they obstruct it so as to prevent its use for access by Owner's agents, employees, invitees or tenants (or their invitees).

B. DUMPSTER EASEMENT. Owner hereby declares that Lots 1 and 2 are subject to an easement for placement of a dumpster as shown on the attached Exhibit A. The

Owner of Lots 1 and 2 shall maintain the dumpster area, but may charge a reasonable fee to the owner of Lots 3 and 4 for use of the dumpster.

C. HANDICAP ACCESS. Owner declares that Lots 1 and 2 are subject to an easement for handicap access as shown on the attached Exhibit A. The Owner of Lots 1 and 2 shall maintain the handicap access area.

D. GENERAL CONDITIONS. The easements declared is subject to the following terms and conditions.

1. Iowa House Building, LLC, its successors and assigns, shall not:
 - a. erect any structures over or within the easement area without obtaining the prior written approval of the Owner.
 - b. erect or cause to be placed on the easement area any structure, material, device, thing or matter which could possibly obstruct or impede the normal flow traffic.

2. The driveway shall be constructed, maintained and repaired by Owner as provided in this section. Owner agrees to pay the costs and expenses of maintaining the easement area in good repair. Maintenance and repair shall include filling of chuckholes, resurfacing, sweeping and removal of snow and debris. Should either 405 Hayward or 415 Hayward be sold by Owner, the owners of these properties shall share equally in the maintenance and repair of the driveway, but it shall be the responsibility of the owner of 405 Hayward to make arrangements for such maintenance and repairs.

E. RIGHTS OF BENEFITED OWNER. The Owner shall have the right of access to the easement area declared in this Declaration together with rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area for the purposes described, including, but not limited to,

1. the right to remove any unauthorized obstructions or structures placed or erected on the easement area and the right, and
2. the right to repair and maintain the easement area.
3. the right to enforce through appropriate legal action any of the obligations assumed by the other party under this Easement Grant.

F. LIABILITY. The foregoing rights are granted upon the express condition that the Owner will assume liability for all damage to the described real estate and adjoining real estate caused by failure to use due care in the exercise of the granted rights.

G. NATURE OF AGREEMENT. This Declaration and the easements granted shall be permanent, shall run with the land, and shall be binding upon the Owner's heirs, successors and assigns.

Dated this 11th day of September, 2007.

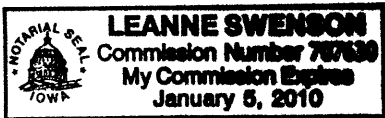
Iowa House Building, LLC

By [Signature]
Russ McCullough, Manager

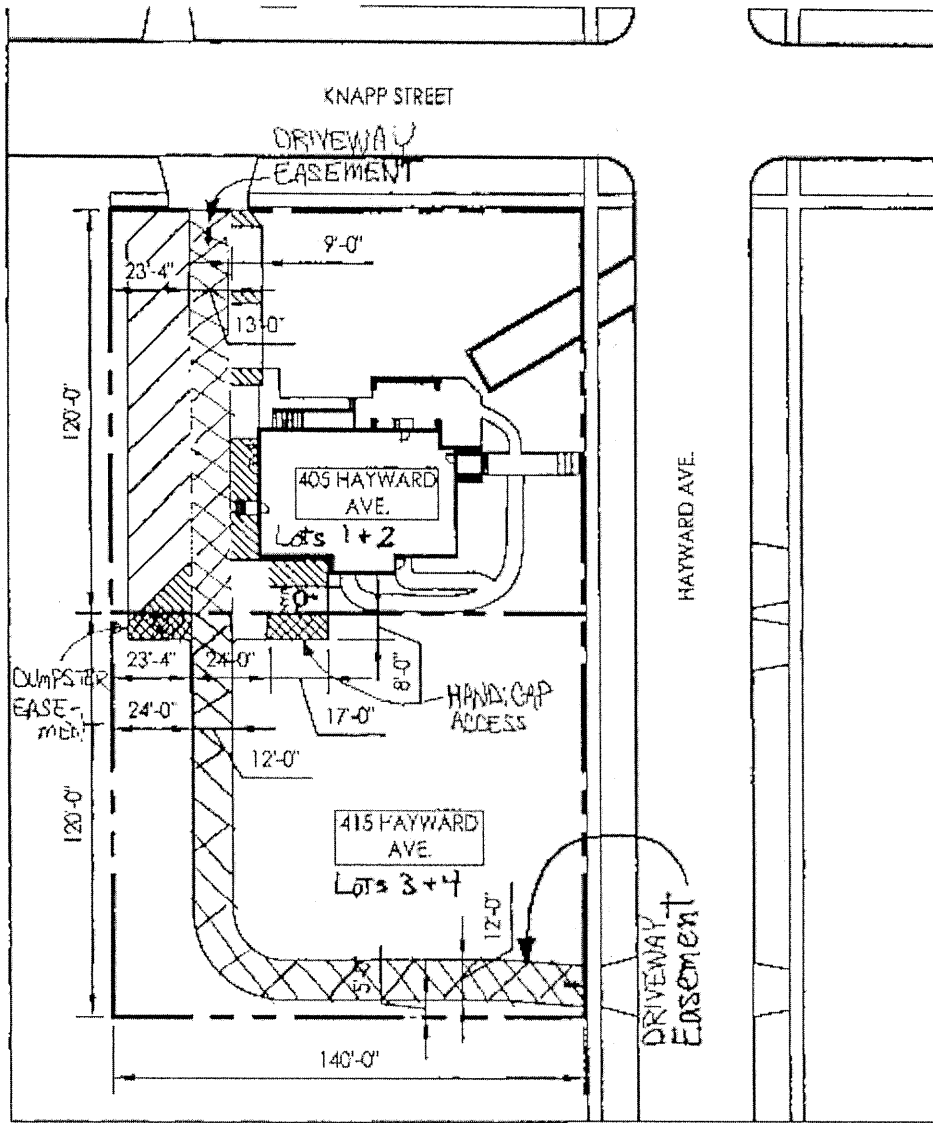
By [Signature]
David Keller, Manager

STATE OF IOWA, COUNTY OF STORY)

This instrument was acknowledged before me on September 11, 2007 by RUSS McCULLOUGH and DAVID KELLER as MANAGERS of IOWA HOUSE BUILDING, LLC.



Leanne Swenson, Story County, Iowa
Notary Public in and for said State and County



SITE PLAN

SCALE: 1" = 50'-0"



EXHIBIT A