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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared By: Dean R. Nelson, P.O. Box 370, Earlham, IA 50072  
(515) 758-2267

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LIMITED ACCESS EASEMENT

Comes now David A. Koch and Jean A. Koch, husband and wife, hereinafter referred to First Party; and Marcella C. McCleary and R. LaVere McCleary, wife and husband; and Marvin A. Morford, a single person, hereinafter referred to as Second Party,  
WITNESSETH:

WHEREAS, First Party owns and has legal title of record to the real estate located in Madison County, Iowa, and described as follows, to-wit:

Parcel "B" located in the Southwest Quarter (¼) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Southwest Quarter (¼), thence North 90°00' East 944.1 feet on the South line thereof to the point of beginning; thence North 02°15' West 588.8 feet; thence North 89°48' East 170.5 feet; thence South 05°51' East 237.9 feet; thence North 89°59' East 496.2 feet; thence South 02°31' East 378.7 feet to the South line of said Southwest Quarter (¼); thence South 90°00' West 683.8 feet to the point of beginning, containing 6.64 acres, more or less, subject to easements of record.

WHEREAS, Second Party owns and has legal title of record to the real estate located in Madison County, Iowa, and described as follows, to-wit:

## #2. Access Easement.

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Southwest Quarter ( $\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Southwest Quarter ( $\frac{1}{4}$ ), thence North 90°00' East 944.1 feet on the South line thereof to the point of beginning; thence North 02°15' West 588.8 feet; thence North 89°48' East 170.5 feet; thence South 05°51' East 237.9 feet; thence North 89°59' East 496.2 feet; thence South 02°31' East 378.7 feet to the South line of said Southwest Quarter ( $\frac{1}{4}$ ); thence South 90°00' West 683.8 feet to the point of beginning, containing 6.64 acres, more or less, subject to easements of record.

WHEREAS, Second Party is desirous of obtaining the right of ingress and egress to and from the real estate described above over and across the real estate owned by First Party described above.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party gives grants and conveys unto Second Party, a limited access easement for the purposes hereinafter set forth over and across the following described portion of Grantors' real estate, to-wit:

A 20' wide strip of land in Parcel "B" of the SW $\frac{1}{4}$  of Section 11, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, which is 10' each side of a line described as follows: Beginning at a point 1160.0 feet N90°00' E of the SW Corner of said Section 11, on the South line thereof; thence N00°00' E 354.5 feet to the North line of said Parcel "B", containing 0.16 acres, more or less.

The limited access easement created shall be used by Second Party for ingress and egress to and from the real estate owned by Second Party and for no other purpose. Second Party may allow other persons to use the easement for access to Second Party's property, provided that such persons shall use the easement for ingress and egress only, and for no other purpose.

#3. Access Easement.

First Party, their heirs, successors, and assigns, may use the easement strip for any purpose provided that they do not use it so as to prevent the free and uninterrupted use of said easement by Second Party for the purpose for which this limited access easement was created.

The cost of maintenance and repair of the easement shall be equally divided between First Party and Second Party. This includes the replacement of rock on the easement area, the cost of which shall be equally divided between First Party and Second Party.

This limited access easement shall inure to the benefit of the owners of Second Party's real estate described above. In the event Second Party sells, assigns or transfers their interest in the real estate owned by Second Party herebefore described, this limited access easement shall terminate and be of no force or effect. It is the intention of the parties that this limited access easement shall be effective and in force only while Second Party owns the real estate herebefore described.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 15<sup>th</sup> day of May, 1998.

FIRST PARTY

SECOND PARTY

David A. Koch  
David A. Koch

Marcella C. McCleary  
Marcella C. McCleary

Jean A. Koch  
Jean A. Koch

R. LaVere McCleary  
R. LaVere McCleary

Marvin A. Morford  
Marvin A. Morford

