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STHELLE UTHER
RECORDER
MADISON COUNTY, IOWA

ACCESS/UTILITY EASEMENT AGREEMENT

This agreement made effective as of the 12 of April, 1997, by and between Richard Seely and Claire A. Seely, husband and wife (hereinafter the "Seely's"), Gary Van Dyke and Patricia Marie Van Dyke, husband and wife (hereinafter the "Van Dyke's"), and Patrick D. McHenry and Karla Fultz McHenry, husband and wife (hereinafter the "McHenry's").

The parties recite and declare:

A) The parties have interests in adjoining real estate situated in Madison County, Iowa, and described respectively, as follows:

- 1) The Seely's are the owners of the parcel "E" which is described on Exhibit "A" attached hereto;
- 2) The Van Dyke's are the owners of the parcel "F" which is described on Exhibit "A" attached hereto; and
- 3) The McHenry's are the owner of the parcel "G" which is described on Exhibit "A" attached hereto.

B) The parties desire to create an easement for access and utility purposes over a portion of above described property for the benefit of each of them.

The parties, therefore agree as follows:

An easement for access and utility purposes for the benefit of parcels "E," "F" and "G" above described is hereby created on the property legally described on Exhibit "B" attached hereto.

The easement thus created shall be for the joint use of the parties hereto and for the heirs, successors and assigns, for access and utility line purposes.

Each of the parties hereto, their heirs, successors or assigns, shall bear equally the cost of building and maintaining any access roadway on the property legally described on Exhibit "B," in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonably necessary.

Each of the parties hereto, their heirs, successors or

assigns, shall bear equally the cost of building the required culvert and drive located on the east boundary of Parcel "G" immediately adjacent to the property legally described on Exhibit "B" attached hereto. The owners of Parcel "G," their heirs, successors or assigns, shall bear the cost of maintaining and/or replacing the culvert and drive. Drive refers to that portion of the roadway immediately above the culvert only.

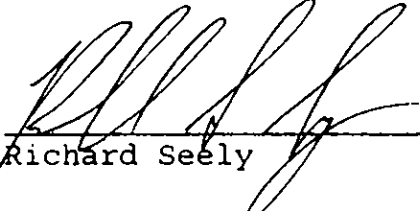
Notwithstanding the above provisions, any party causing damage to any access roadway through negligence on the part of the party themselves or others for them on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

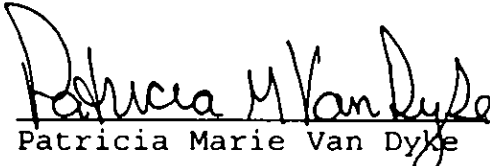
All parties hereto reserve the right to use the easement property conveyed by this instrument and described above for water, sewer, gas, telephone, cable and power lines, and conduits reasonably necessary for the establishment of such utilities on each of the properties described above. All utilities shall be placed inground. Each of the parties hereto, their heirs, successors or assigns, shall bear the cost of constructing and maintaining the utility lines which service their respective parcels in a reasonably good condition, and the cost of such construction and maintenance shall include reconstruction when reasonably necessary. The utilities shall share a common trench or trenches whenever possible. The parties shall share equally the cost of constructing and maintaining the common trench and other common items, if any.

Notwithstanding the above provisions, any party causing damage to any such utility line through negligence on the part of the party themselves or others for them on their behalf shall be wholly responsible for any such damage resulting from any negligence.

This easement agreement shall be deemed to be a covenant running with the title to the land above described and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, so long as any of the above described properties are 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 properties 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 set their hands this 12th day of April, 1997.


Richard Seely


Patricia Marie Van Dyke

Claire A. Seely
Claire A. Seely

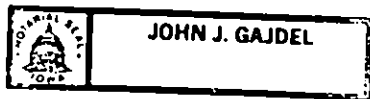
Patrick D. McHenry
Patrick D. McHenry

Gary Van Dyke
Gary Van Dyke

Karla Fultz McHenry
Karla Fultz McHenry

STATE OF IOWA)
COUNTY OF Polk) ss.

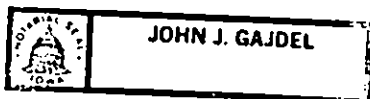
On this 12th day of April, 1997, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Richard Seely and Claire Seely, to me known to be the persons who signed the foregoing Access/Utility Easement Agreement and acknowledged that they signed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the
State of Iowa

STATE OF IOWA)
COUNTY OF Polk) ss.

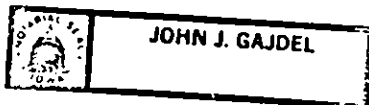
On this 12th day of April, 1997, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Gary Van Dyke and Patricia Marie Van Dyke, to me known to be the persons who signed the foregoing Access/Utility Easement Agreement and acknowledged that they signed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the
State of Iowa

STATE OF IOWA)
COUNTY OF Polk) ss.

On this 12th day of April, 1997, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Patrick D. McHenry and Karla Fultz McHenry, to me known to be the persons who signed the foregoing Access/Utility Easement Agreement and acknowledged that they signed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the
State of Iowa

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "E", LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY, IOWA; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, 617.70 FEET; THENCE NORTH 88°14'31" EAST, 623.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°38'38" WEST, 486.42 FEET; THENCE NORTH 11°23'05" WEST, 952.65 FEET TO A POINT IN AN EXISTING FENCELINE; THENCE NORTH 83°11'20" EAST ALONG AN EXISTING FENCELINE, 917.25 FEET; THENCE SOUTH 0°00'00" WEST, 783.87 FEET; THENCE SOUTH 32°56'48" EAST, 615.64 FEET; THENCE SOUTH 0°00'00" WEST, 116.14 FEET; THENCE SOUTH 88°14'31" WEST, 442.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 14.431 ACRES.

LEGAL DESCRIPTION:

PARCEL "F", LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY, IOWA; THENCE NORTH 85°41'53" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 1066.05 FEET; THENCE NORTH 0°00'00" EAST, 570.27 FEET; THENCE SOUTH 88°14'31" WEST, 1065.55 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 0°00'00" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 617.70 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 14.523 ACRES, INCLUDING 0.888 ACRES OF COUNTY ROAD RIGHT-OF-WAY.

LEGAL DESCRIPTION:

PARCEL "G", LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY, IOWA; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, 617.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°14'31" EAST, 623.11 FEET; THENCE NORTH 26°38'38" WEST, 486.42 FEET; THENCE NORTH 11°23'05" WEST, 952.65 FEET TO A POINT IN AN EXISTING FENCELINE; THENCE SOUTH 83°11'20" WEST ALONG AN EXISTING FENCELINE, 218.17 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 0°00'00" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, 1361.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11.860 ACRES.

EXHIBIT "B"

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY IOWA; THENCE NORTH 85°41'53" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 705.74 FEET TO THE EASEMENT POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST, 586.38 FEET TO A POINT ON THE SOUTH LINE OF PARCEL "E"; THENCE SOUTH 88°14'31" WEST ALONG THE SOUTH LINE OF PARCEL "E", 80.87 FEET TO THE SOUTHWEST CORNER OF PARCEL "E"; THENCE NORTH 28°38'38" WEST ALONG THE WEST LINE OF PARCEL "E", 86.14 FEET; THENCE NORTH 88°14'31" EAST, 222.70 FEET; THENCE SOUTH 0°00'00" WEST, 80.03 FEET TO A POINT ON THE SOUTH LINE OF PARCEL "E"; THENCE SOUTH 0°00'00" WEST, 581.38 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 85°41'53" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 112.32 FEET TO THE POINT OF BEGINNING.