

AGREEMENT FOR ROADWAY PURPOSES

WHEREAS, William L. Laidlaw, Sr., and Sandra J. Laidlaw, husband and wife, are the owners of real estate located in Madison County, Iowa, legally described as:

The Southeast Fractional Quarter (¼) of the Northeast Fractional Quarter ¼ of Section Thirty-six (36), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M. Madison County, Iowa, excepting therefrom the following described tract: Commencing at a point 1834.77 feet South of the Northeast corner of said Section Thirty-six (36), running thence West 414 feet, thence South 526.08 feet, thence East 414 feet, thence North 526.08 feet to the point of beginning; and,

WHEREAS, Mark Tomlinson and Sandra Tomlinson, husband and wife, are the owners of real estate located in Madison County, Iowa, legally described as:

Commencing at the Northeast Corner of Section 36, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa; thence South 00°00'00" 2,360.85 feet along the section line to the point of beginning. Thence continuing South 00°00'00" 100.00 feet, thence North 64°12'54" West 229.89 feet; thence North 90°00'00" East 207.00 feet to the point of beginning. Said parcel contains 0.238 acres.

AND

Commencing at the East Quarter Corner of Section 36, T76N, R26W of the 5th P.M., Madison County, Iowa; thence along the East line of the NE 1/4 said Section 36, North 00°00'00", 206.37 feet; thence North 64°12'54" West, 459.78 feet to the point of beginning. Thence North 00°00'00", 426.08 feet; thence North 90°00'00" West, 122.68 feet; thence South 00°00'00", 426.08 feet; thence South 90°00'00" East, 122.68 feet to the point of beginning. Said parcel of land contains 1.200 acres; and

WHEREAS, William A. Melvin and Marilyn A. Melvin, husband and wife, are the owners of real estate located in Madison County, Iowa, which is legally described as:

Commencing at the NE corner of Section 36, Township 76 North, Range 26 West of the 5th P.M., thence S Zero degrees, 00'00" One Thousand eight hundred thirty four and seventy seven hundredths feet (1834.77') to the point of beginning. Said point being on the east line of section 36 thence S 90 degrees 00'00" W four hundred fourteen feet (414') thence S Zero degrees 0'0" three hundred fifteen and sixty five hundredths feet (315.65') thence S 90 degrees 00'00" E four hundred fourteen feet (414') to the East line of Section 36, thence N zero degrees 00'00" three hundred fifteen and sixty five hundredths feet (315.65) to the point of beginning said parcel contains 3.00 acres more or less including road right of way.

NOW THEREFORE, in consideration of One dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, William L. Laidlaw, Sr., and Sandra J. Laidlaw, husband and wife, Mark Tomlinson and Sandra Tomlinson, husband and wife, and William A. Melvin and Marilyn A. Melvin,

COMPUTER
RECORDED
COMPARED

REC \$ 15.00
AUD \$
R.M.F. \$ 1.00

STATE OF IOWA, SS
MADISON COUNTY,

Inst. No. 132
Book 132
Page 471
Filed for Recording this 27th day of January 1994
Recording Fee \$ 16.00
Michelle Ustler, Recorder, By *Michelle Ustler* Deputy

husband and wife, hereby give to each other a perpetual easement over, upon, and across the roadway that runs over, through and across the properties above described for the purposes of using, maintaining and repairing the roadway now existing and now owned by the respective Grantors, the exclusive use, right, and control of said roadway as it now exists.

It is mutually agreed by and between parties hereto that this agreement over the legally described portion of the real estate in the preceding paragraphs is for the purpose of permitting the parties hereto, their heirs, successors, and assigns property to remain the same as now and in recent memory has existed but to allow the parties hereto exclusive access, ingress and egress, use and control of said roadway and that the costs of maintenance of said roadway to be shared equally among the respective parties hereto.

It is further agreed that this instrument shall be deemed to be a covenant running with the title to the premises legally described herein and shall be binding upon the parties hereto, as well upon their heirs, successors in interest, assigns, and providing, however, that this easement agreement may be released at any time by appropriate written agreement expressly for that purpose entered into by and between the parties, their heirs, successors in interest or assigns, with any such agreement being duly executed in writing and acknowledged and filed of record in the office of the recorder of Madison County, Iowa.

Executed this 25th day of January, 1994.

William L. Laidlaw, Sr.
William L. Laidlaw, Sr.

Sandra J. Laidlaw
Sandra J. Laidlaw

STATE OF IOWA :
 : ss.
COUNTY OF POLK :

On this 25th day of January, 1994 before me the undersigned, a Notary Public in and for said State, personally appeared William L. Laidlaw, Sr., and Sandra J. Laidlaw, husband and wife,, 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.

Connie Cory
Notary Public in and for said
County and State



