

INGRESS-EGRESS AGREEMENT

This Agreement is entered into by and between James H. McFarland and Ila M. McFarland, husband and wife, hereinafter referred to as Grantors, and Jeff Weller, hereinafter referred as Grantee, and

WHEREAS Grantee is the owner of the following described real estate, to-wit:

A tract of land located in the North Half of the Southeast Quarter of Section 34, Township 75 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at the Center of Section 34, T75N, R26W of the 5th P.M., Madison County, Iowa; thence, along the North line of the SE. 1/4 of said Section 34, North 85°26'40" East 2,216.40 feet; thence South 00°32'30" East 431.65 feet; thence North 86°37'50" West 302.54 feet; thence South 06°47'16" West 270.35 feet; thence North 86°37'50" West 710.48 feet; thence North 07°21'30" East 118.37 feet; thence North 85°47'52" West 111.36 feet; thence North 00°28'00" East 322.73 feet; thence South 89°07'28" West 437.69 feet; thence South 01°14'52" West 357.09 feet; thence South 81°09'17" West 168.47 feet; thence South 03°54'57" East 249.93 feet; thence South 89°54'23" West 482.16 feet to the West line of said SE. 1/4; thence North 00°00'00" 655.97 feet to the Point of Beginning. Said tract of land contains 23.852 acres.

WHEREAS, the Grantors are owners of the balance of the North Half of the Southeast Quarter of Section Thirty-four, Township Seventy-five North, Range Twenty-six West of the 5th P.M. in Madison County, Iowa, and

WHEREAS Grantors wish to give and Grantee wishes to receive an Ingress and Egress Easement across a portion of Grantors land to Grantee's land, IT IS HEREBY AGREED AS FOLLOWS:

1. Grantors grant to Grantee an easement for ingress and egress across the following described real estate, to-wit:

A 30 foot wide ingress-egress easement, being 15 feet wide on both sides of the following described centerline:

Commencing at the Center of Section 34, T75N, R 26W of the 5th P.M., Madison County, Iowa; thence, along the North line of the SE 1/4 of said Section 34, North 85 degrees 26'40" East 1,208.02 feet; thence South 00 degrees 00' 00" 562.46 feet to a point on the South boundary of the above described tract of land and being the point of beginning. Thence South 04 degrees 46' 00" West 587.30 feet; thence North 89 degrees 28' 21" East 1,445.50 feet to a point on the centerline of an existing public county road.

2. Said Easement shall run with the respective real estate above described.

3. This Easement shall be held in escrow by James H. Cothorn Law Firm of Osceola, Iowa, until Grantee has performed his contract obligations to Grantors for the purchase of the above described Grantee's real estate at which time this Easement shall be delivered to Grantee in placed on record.

Until the Easement is placed on record, Grantee shall have use of the ingress and egress above described upon a permission basis so long as he is current on his obligations under the above referred to Real Estate Contract.

Dated this ____ day of September, 1990.

James H. McFarland
James H. McFarland

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REC.
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Ila M. McFarland
Ila M. McFarland GRANTORS

Jeff Weller
Jeff Weller - GRANTEE

STATE OF IOWA: COUNTY OF Clayton :ss:

On this 12 day of September, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared James H. McFarland and Ila M. McFarland, husband and wife, and Jeff Weller, 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.

James H. Cothern
Notary Public in and for the State of Iowa.

[Stamp]

JAMES H. COTHERN