



Document 2011 2336

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ANNO
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

ACCESS EASEMENT

Recorder's Cover Sheet

Preparer Information:

Mike Blaser
666 Grand Ave., Ste. 2000
Des Moines, IA 50309
515-242-2400

Taxpayer Information:

Not Applicable

✓ Return Address:

Mike Blaser
666 Grand Ave., Ste. 2000
Des Moines, IA 50309
515-242-2400

Grantors:

Donald R. Schulz and Patty J. Schulz
1192 280th Street
Macksburg, Iowa 50155

Grantee:

CW Farms, LLC
3782 9th Street SW, Suite 2
Mason City, Iowa 50401

Legal Description:

See Page 2

Document or instrument number if applicable: Not Applicable.

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 31st day of August, 2011, by and between Donald R. Schulz and Patty J. Schulz, husband and wife, both residents of the State of Iowa (collectively, "Schulz") and CW Farms, LLC, an Iowa limited liability company ("CW").

WHEREAS, CW is the owner of real property located in Madison County, Iowa, legally described as:

Parcel "D" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-three (33), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 8.03 acres, as shown in Plat of Survey filed in Book 2011, Page 1897 on July 21, 2011, in the Office of the Recorder of Madison County, Iowa (the "CW Property");

WHEREAS, Schulz is the owner of real property located in Madison County, Iowa, legally described as:

The Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-three (33), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except Parcel "D" as shown in Plat of Survey filed in Book 2011, Page 1897 on July 21, 2011 in the Office of the Recorder of Madison County, Iowa (the "Schulz Property");

WHEREAS, the CW Property is located adjacent to the Schulz Property;

WHEREAS, a driveway has been constructed on the CW Property;

WHEREAS, the parties hereto desire to document their agreement and understanding regarding the placement of the driveway being:

A 40.00 foot wide access easement across Parcel "D" in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 33, Township 75 North, Range 29 West of the 5th P.M., Madison County being twenty (20) feet either side of the following described centerline: beginning at a point on the West line of said Parcel "D" at a point 404.79 feet South of the Northwest Corner thereof; thence North 89°43'12" East 70.62 feet; thence South 00°16'45" East 296.16 feet to the South line of said Parcel "D" which is the easement end (the "Easement Area").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. CW hereby grants and conveys unto Schulz and all future owners of the Schulz Property, a non-exclusive perpetual easement over and across the Easement Area for the purpose

of ingress and egress, as it presently exists, together with the right to enter onto the Easement Area for the purpose of repairing and maintaining the Easement Area.

2. The easement created hereby is perpetual, shall run with the land, shall be binding upon the Easement Area and the terms hereof shall extend to and be binding upon all subsequent owners of the CW Property and the Schulz Property.

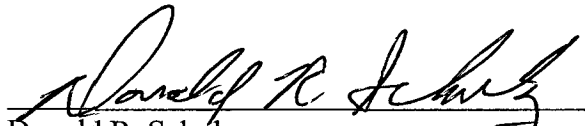
3. Schulz will reimburse CW or its successors or assigns for any damages to the Easement Area caused by Schulz or the invitees of Schulz. Any future owner of the Schulz Property will reimburse CW or its successors or assigns for any damages to the Easement Area caused by such future owner or the invitees of such future owner.

4. CW does hereby covenant with Schulz, and its heirs, successors and assigns, that CW holds the Easement Area by title in fee simple; that it has good and lawful authority to sell and convey the easement granted hereby, and that CW shall warrant and defend the easement granted hereby against the lawful claims of all persons.

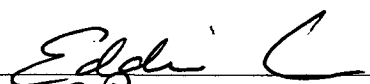

5. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.

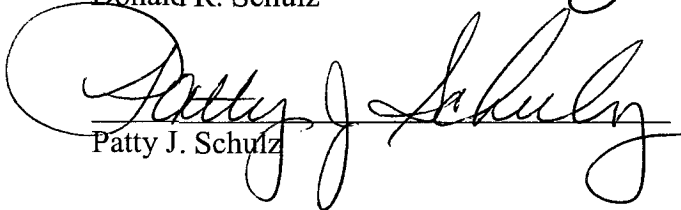
6. This is the entire agreement of the parties as to the subject matter hereof and supersedes all prior negotiations and agreements. No amendment to this Agreement is valid unless in writing and signed by the parties.

WHEREFORE, the parties hereto have executed this Agreement as of the day and year first above written.


Donald R. Schulz

CW Farms, LLC

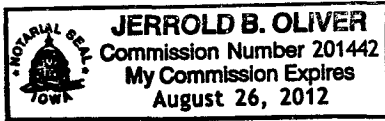
By: 
Its: 


Patty J. Schulz

STATE OF IOWA)

COUNTY OF Madison) SS:

On this 31 day of Aug, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald R. Schulz and Patty J. Schulz, husband and wife, to me personally known, who being by me duly sworn, did say that they executed the foregoing document as their voluntary act and deed.

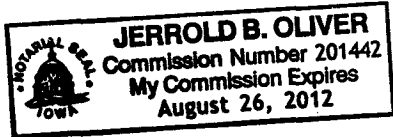


Jerrold B. Oliver
Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA)

COUNTY OF Madison) SS:

On this 31 day of Aug, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eddie Crum as Manager of CW Farms, LLC, to me personally known, who being by me duly sworn, did say that they executed the foregoing document as their voluntary act and deed.



Jerrold B. Oliver
Notary Public in and for the State of Iowa
My commission expires _____