



Document 2012 3885

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Fee Amount: \$27.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓

ANNO

SCAN

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INGRESS/EGRESS ACCESS EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: Michael R. Blaser
666 Grand Avenue, Suite 2000
Des Moines, IA 50309
(515) 242-2480

Taxpayer Information: Not Applicable

Return Address: Michael R. Blaser
666 Grand Avenue, Suite 2000
Des Moines, IA 50309
(515) 242-2480

Grantor: Jeffry R. Kiddoo
3210 Fawn Avenue
Lorimor, IA 50149

Grantee: Parks Finishing C4, LLC
2021-A Corporate Drive
Wilmington, NC 28405

Legal Description: See Page 2

Document or instrument number if applicable: Not Applicable

INGRESS/EGRESS ACCESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 21st day of September, 2012, by and between Jeffry R. Kiddoo, a single person and a resident of the State of Iowa ("Grantor") and Parks Finishing C4, LLC, an Iowa manager-managed limited liability company ("Grantee").

WHEREAS, Grantee has purchased from Grantor certain real property located in Madison County, Iowa, legally described as:

A parcel of land located in part of the SE ¼ SE ¼ of Section 2, Township 74 North, Range 29 West of the 5th Principal Meridian, Madison County, Iowa, said parcel being more fully described as follows:

Commencing at the Southwest corner of said SE ¼ SE ¼; thence N89°55'39"E along the South line of said SE ¼ SE ¼ a distance of 449.65 feet; thence N00°00'00"E a distance of 357.53 feet to the Point of Beginning; thence continuing N00°00'00"E a distance of 544.80 feet; thence N90°00'00"W a distance of 239.85 feet; thence S00°00'00"E a distance of 545.11 feet; thence N89°55'36"E a distance of 239.85 feet to the Point of Beginning. Said parcel contains 3.00 acres, more or less, and is subject to easements of record, if any.

Note: The South line of the SE ¼ of said Section 2 is assumed to bear N89°55'39"E for this description.

(the "Grantee's Property"); and

WHEREAS, Grantor, as a condition to Grantee's purchase of Grantee's Property, has agreed to provide Grantee with a non-exclusive ingress/egress easement across a portion of Grantor's real property located in Madison County, Iowa, legally described as:

A 25.00 foot wide easement located in part of the SE ¼ SE ¼ of Section 2, Township 74 North, Range 29 West of the 5th Principal Meridian, Madison County, Iowa, said easement being 12.50 feet from each side of the following described centerline:

Commencing at the Southwest corner of said SE ¼ SE ¼; thence N89°55'39"E along the South line of said SE ¼ SE ¼ a distance of 352.72 feet to the Point of Beginning for said easement; thence N00°00'00"E along the centerline of said easement a distance of 357.53 feet to the end of said easement.

Note: The South line of the SE ¼ of said Section 2 is assumed to bear N89°55'39"E for this description.

(the "Easement Property").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** Terms used in the above Recitals are hereby incorporated by this reference.
2. **Easement.** Grantor hereby grants, bargains and conveys unto Grantee and its heirs, successors and assigns, and each of their invitees and guests, a non-exclusive perpetual easement over, across, and on the Easement Property (the "Easement"). The Easement granted herein shall be for the purpose of accessing Grantee's Property .
3. **Easement Runs With Land.** The Easement granted hereby shall run with the land and is perpetual and shall be binding upon the Easement Property and beneficial to Grantee's Property, and the terms hereof shall extend to and be binding upon the respective successors, heirs, administrators, executors, assigns, invitees and guests of the parties hereto.
4. **Limitation of Liability.** The parties agree that no agent or employee of one party is an agent or employee of the other, and that any liability arising from the actions or negligence of an agent or employee of a party hereto shall be such party's sole responsibility, with any party so responsible hereby agreeing to indemnify and hold the non-responsible party, and the non-responsible party's agents, employees, successors, and assigns, harmless from and against any claim, damage or expense (including reasonable attorneys' fees) arising from or related to any accident, injury or death of any person, or damage or destruction of property, arising from or in connection with the responsible party's use of the Easement. Such indemnification shall survive the termination of this Agreement.
5. **Maintenance.** Grantee shall arrange for and is otherwise responsible for snow removal on and maintenance on the Easement Property.
6. **Obstructions Prohibited.** Both Grantor and Grantee covenant that neither Grantor nor Grantee shall obstruct or allow obstructions to be placed on, over or in the Easement Property that could impede either party's use of the Easement Property, except for such conditions that may occur as part of any maintenance or use by Grantee, or its agents, or as otherwise required by any state, federal or local regulatory agency.
7. **Warranties of Grantor.** Grantor does hereby covenant with Grantee, and its heirs, successors and assigns, that Grantor holds fee title to the Easement Property; that Grantor it has good and lawful authority to sell and convey the easement granted hereby, and that Grantor shall warrant and defend the easement granted hereby against the lawful claims of all persons.

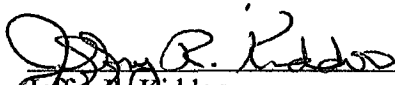
8. **Waiver.** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall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

9. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Iowa.

10. **Entire Agreement.** 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. If any provision of this Agreement is held invalid the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included herein. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutered gender according to the context. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

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

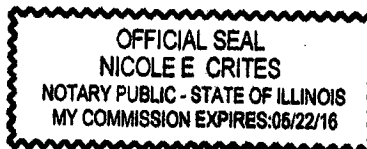
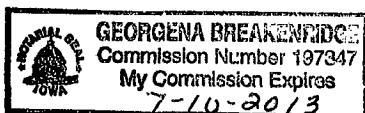
GRANTOR:


Jeffrey R. Kiddoo

GRANTEE:

PARKS FINISHING CO, LLC

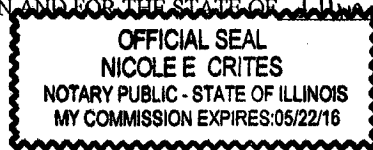

By: _____
Lawrence L. Parks, Manager



STATE OF Illinois)
) SS:
COUNTY OF Champaign

On this 21st day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence Parks, to me personally known, who being by me duly sworn, did say that he is the sole Manager of Parks Finishing C4, LLC, an Iowa manager-managed, limited liability company, executing the within and foregoing instrument; that the within and foregoing instrument was signed on behalf of the company by authority of its Manager; and that Lawrence Parks, as sole Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the company, by it and by him voluntarily executed.

Nicole Crites
NOTARY PUBLIC IN AND FOR THE STATE OF Illinois



STATE OF Iowa)
) SS:
COUNTY OF Madison)

On this 20th day of Sept, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey R. Kiddoo, to me personally known, who executed the within and foregoing instrument, by him voluntarily executed.

Georgina Breakenridge
NOTARY PUBLIC IN AND FOR THE STATE OF Iowa