

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

✓ Prepared by and return to:
Robert D. Andeweg, 4500 Westown Parkway, Ste.277, West Des Moines, IA 50266, (515) 242-2438

COMPUTER ☒
RECORDED ☒
COMPARED ☒

**PERPETUAL INGRESS/EGRESS
EASEMENT AGREEMENT**

This Agreement is entered into on this 30th day of November, 2004, by and between R & M Leasing, L.C., an Iowa limited liability company (hereinafter referred to as "Grantor"), and Hickory Hill Hereford Farm, LLC, an Iowa limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property legally described on Exhibit "A" attached hereto; and

WHEREAS, Grantee is the owner of real property legally described on Exhibit "B" attached hereto; and

WHEREAS, the above properties are adjacent properties; and

WHEREAS, the parties hereto are desirous of entering into this Agreement for the purpose of providing Grantee access to Grantee's property over and across Grantor's property as shown on the map provided as Exhibit "C" attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth hereafter, it is agreed as follows:

1. That Grantor grants to Grantee, and its successors and assigns, all rights of access, ingress and egress on and across that portion of Grantor's property shown on and provided for on the map which is attached hereto and marked Exhibit "C" (hereinafter referred to as "Easement Area"), provided, however, that Grantee's access across the Easement Area shall only be from the east or west at any one time, but not both at the same time. Grantor shall not be responsible for building or maintaining a road for Grantee's use in the Easement Area.
2. That the easement grants provided for herein shall be perpetual, shall run with the land, and shall be beneficial to and binding on the successors and assigns of the parties hereto.
3. The grant for access to ingress, egress and travel use provided for herein shall further extend to the tenants, licensees and invitees and/or of the parties hereto.
4. This Agreement may be modified at any time by the mutual agreement of the parties hereto, their successors and assigns in writing and executed by the parties hereto only.

Dated on the day and year first written above.

R & M LEASING, L.C.
an Iowa limited liability company

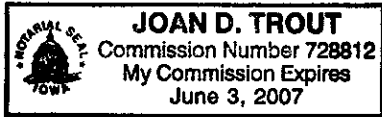
By: Robert D. Coulson
Robert D. Coulson, Manager

HICKORY HILL HEREFORD FARM, LLC
an Iowa limited liability company

By: Douglas E. Gross
Douglas E. Gross, Manager

STATE OF IOWA)
)
COUNTY OF POLK)

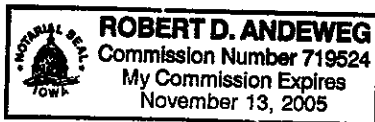
This instrument was acknowledged before me on November 30, 2004, by Robert D. Coulson, as Manager of R & M Leasing, L.C.



Joan D. Trout
Notary Public in and for the State of Iowa

STATE OF IOWA)
)
COUNTY OF POLK)

This instrument was acknowledged before me on November 30, 2004, by Douglas E. Gross, as Manager of Hickory Hill Hereford Farm, LLC.



R. D. Andeweg
Notary Public in and for the State of Iowa

EXHIBIT A

Parcel "B" - a part of the NW $\frac{1}{4}$; part of the NE $\frac{1}{4}$; the East 60 acres of the SE $\frac{1}{4}$ of Section 32; also part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$; part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33 all in Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa, described as follows:

Beginning at an iron pin set at the Southeast corner of said Section 33:

thence S89°45'02"W a distance of 984.58 feet; thence N00°44'48"E a distance of 2,636.91 feet; thence N89°46'15"W a distance of 2,588.07 feet; thence N00°24'39"E a distance of 1,314.96 feet; thence N89°52'31"W a distance of 379.40 feet; thence N00°40'04"E a distance of 50.40 feet; thence S89°52'31"E a distance of 429.18 feet; thence S00°24'39"W a distance of 170.77 feet; thence N79°45'35"E a distance of 226.93 feet; thence N81°37'29"E a distance of 3,414.19; thence S16°20'51"E a distance of 442.88 feet; thence N89°52'31"W a distance of 208.60 feet; thence S00°08'20"W a distance of 1,321.46 feet; thence S00°44'48"W a distance of 1,314.34 feet; thence N89°34'25"E a distance of 1,332.19 feet; thence S00°45'59"W a distance of 1,314.33 feet; thence S89°34'21"W a distance of 1,331.74 feet;

containing 221.66 acres of land including 0.04 acres of county road right-of-way

EXHIBIT B

The Southwest Quarter (SW 1/4) of Section Twenty-eight (28) and the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), and the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), except the right of way of the Chicago, St. Paul & Kansas City Railway Company, and the East Sixty (60) acres of the Southeast Quarter (SE 1/4) and One (1) acre on the North end of the West One Hundred (100) Acres of the Southeast Quarter (SE 1/4), and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) except a tract commencing 36 rods south of the Northeast corner of said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), thence North 36 rods to said corner; thence West to the Northwest corner of said 40 acre tract; thence South 34 rods; thence Easterly to a point 32 rods South of the Northeast corner of the West Half (W 1/2) of said 40 acre tract; thence Easterly in a straight line to the point of beginning; and except railroad right of way; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the West half (W 1/2) of the Northeast Quarter (NE 1/4), all in Section Thirty-two (32), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except the right of way across said land deeded to the Chicago, St. Paul and Kansas City Railway Company,

AND,

The South 30 feet of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the West 2 rods of the South 30 feet of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-nine (29), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

AND,

Former Railroad Right-of-Way containing approximately 6.12 acres across the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33); Former Railroad Right-of-Way containing approximately 1.89 acres across the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28); Former Railroad Right-of-Way containing approximately 12.65 Acres across the North One-half (N 1/2) of Section Thirty-two (32), all being in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th PM, Madison County, Iowa,

EXCEPT

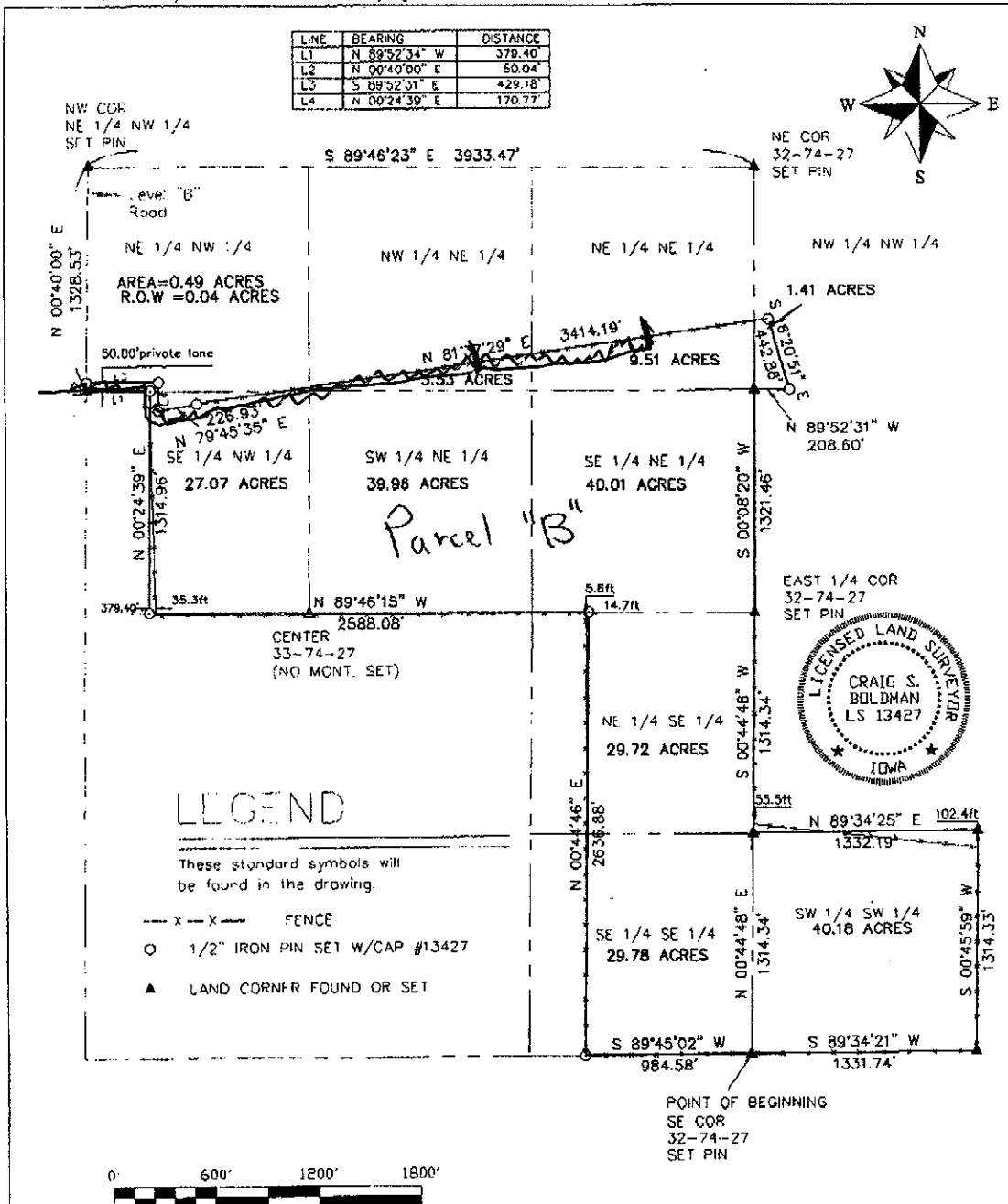
Parcel "A" in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th PM, Madison County, Iowa.

AND

The East 27 1/2 acres of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) except 2.36 acres thereof lying North and West of the South line of the right of way of the Chicago Great Western Railway Company, Section Thirty-Two (32), Township Seventy-Four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

EXCEPT GRANTOR'S PROPERTY DESCRIBED IN EXHIBIT A

Prepared by: Boldman Land Surveying, L.L.C., P.O. Box 66, Winterset, Ia. 50273. (515)462-9242



Plat of Survey

REQUESTED BY: Doug Gross		BOLDMAN LAND SURVEYING, L.L.C. P.O. BOX 66 WINTERSSET, IA 50273 (515)462-9242
SURVEYED 10/11-15/04	SCALE 1"=600'	
PROJECT NO. 04084	DATE 10/15/04	OWNER Doug Gross

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____

NAME: CRAIG S. BOLDMAN

DATE: _____

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2004

Sheet 1 of 2 entered under this seal

PENGAO 800-631-6989

EXHIBIT

C