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LISA SMITH, COUNTY RECORDER
MADISON IOWA

RIGHT OF WAY EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John E. Casper, 223 E. Court Avenue, PO Box 67, Winterset, IA 50273 515-462-4912

Taxpayer Information: (name and complete address)

Darrell Luke

P.O. Box 82

Filer, ID 83328

✓ **Return Document To:** (name and complete address)

John E. Casper

P.O. Box 67

Winterset, IA 50273

Grantors:

Wayne Barr

Gayla Barr

Grantees:

Darrell Luke

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Wayne Barr and Gayla Barr, husband and wife, hereafter called the Grantors, in consideration of the sum of one dollar and other valuable consideration, receipt of which is acknowledged, do hereby grant to Darrell Luke, his successors and assigns, hereafter called the Grantee, the temporary right and easement to use, maintain, operate as an ingress and egress private right-of-way upon and over the following described property situated in Madison County, Iowa, to-wit:

An access easement the perimeter of which is described as beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 23, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa thence North 89°43'49" East 568.00 feet along the North line of said Northeast Quarter of the Northeast Quarter, thence South 00°43'49" West 25.00 feet; thence South 89°43'49" West 568.00 feet; thence North 00°43'49" East 25.00 feet to the Point of Beginning.

The Grantors warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above described land and have full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush located on the above described easement property which overhang the same, and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with the use of the right-of-way as access to the Grantee's real estate legally described as:

A parcel of land in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fourteen (14), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence South 89°43'49" West 1320.51 feet to the Southwest Corner of said Southeast Quarter (1/4) of the Southeast Quarter (1/4), thence North 00°44'34" East 525.62 feet along the West line of said Southeast Quarter (1/4) of the Southeast Quarter (1/4), thence South 88°39'21" East 1032.63 feet; thence North 23°01'25" East 133.52 feet; thence North 01°59'24" East 249.16 feet; thence North 01°21'57" East 441.99 feet to a point on the North line of said Southeast Quarter (1/4) of the Southeast Quarter (1/4), thence South 89°51'20" East 230.80 feet to the Northeast Corner of said Southeast Quarter (1/4) of the Southeast Quarter (1/4), thence South 00°54'17" West 1308.48 feet to the Point of Beginning containing 19.852 acres including 1.047 acres of County Road right-of-way.

In consideration of such grant, Grantee agrees the Grantors reserve the right to use the easement area as access to the Grantors's real estate. The Grantor and Grantee shall share equally the cost of installing and maintaining any gravel or other hard surface within the easement area. The Grantee shall not cause or allow any overweight vehicles within the easement area.

The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements will be erected upon the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling without the Grantee's consent.

This Agreement shall fully lapse and terminate on December 31, 2012.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 6th day of November, 2007.

Grantors:

Wayne Barr

Wayne Barr

Gayla Barr

Gayla Barr

Grantee:

Darrell Luke

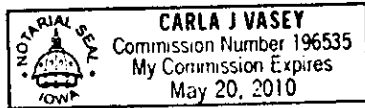
Darrell Luke

STATE OF IOWA :

:SS

MADISON COUNTY:

On this 6th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne Barr and Gayla Barr, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



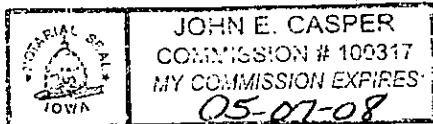
Carla J Vasey
Notary Public in and for the State of Iowa

STATE OF IOWA :

:SS

MADISON COUNTY:

On this 1st day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Darrell Luke, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.



John E Casper
Notary Public in and for the State of Iowa