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R.M.F. \$ 7.00

FILED NO. 001399
BOOK 2002 PAGE 1399

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HICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared by Robert K. Gubser, P. O. Box 10, Bagley, Iowa 50026
641-427-5262

USE AGREEMENT

This use agreement is made this 28th day of February, 2002, by and between ROBERT L. RICE and AUDREY J. RICE, husband and wife (sellers and grantees) and VIRGIL L. MIKKELSEN and ROSALIE J. MIKKELSEN husband and wife and DAN E. MIKKELSEN and LORI A. MIKKELSEN husband and wife (buyers and grantors).

BUYERS are acquiring:

All of that part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) lying North and West of the center of the channel of Middle River as the same now runs across said Northwest Quarter (NW 1/4) all in section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., and Commencing at the Northeast Corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., thence South Fifty-one (51) feet, thence West 968 feet, thence South 180 feet, thence West to the west line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) thence North 231 feet, thence East to the point of beginning, containing 98 acres more or less.

WHEREAS, the sellers and buyers wish to reduce to writing their agreement, then

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

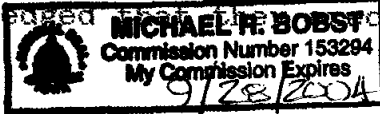
The sellers-grantees, retain the right to walk through the property and to fish in the river which is the southern boundary of the property, described herein, upon prior request and notification to the buyers-grantors and such authority will not be unreasonably withheld. Any details of any visits to the property will be determined between the grantors and grantees at the time of notification.

This agreement is intended to be a covenant running with the title to this described property and the above grant and conveyance is intended binding on the parties hereto, and upon their successors and assigns.

This agreement may be released at any time by an appropriate agreement executed by the parties to this agreement duly executed and acknowledged and filed for record in the Office of the Recorder of Madison County, Iowa.

STATE OF IOWA, CASS COUNTY, ss:

On this 28 day of February, 2002, before me, the undersigned, a notary public in and for said county and state, personally appeared **VIRGIL L. MIKKELSEN** and **ROSALIE J. MIKKELSEN** (husband and wife) and **DAN E. MIKKELSEN** and **LORI A. MIKKELSEN** (husband and wife) to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Michael R. Bobst

Dan E. Mikkelsen
DAN E. MIKKELSEN, grantor

Virgil L. Mikkelsen
VIRGIL L. MIKKELSEN, grantor

Lori A. Mikkelsen
LORI A. MIKKELSEN, grantor

Rosalie J. Mikkelsen
ROSALIE J. MIKKELSEN, grantor

CH Page
HAWAII County of Hawaii COUNTY, ss

STATE OF ~~IOWA~~, ~~CASS COUNTY~~

CH Page
On this 19th day of March, 2002, before me, the undersigned, a notary public in and for said county and state, personally appeared **ROBERT L. RICE** and **AUDREY J. RICE** (husband and wife) to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Robert L. Rice
ROBERT L. RICE, grantee

Audrey J. Rice
AUDREY J. RICE, grantee

STATE OF HAWAII) ss
COUNTY OF HAWAII)

On 3-19-2002, before me personally appeared ROBERT L. RICE and AUDREY J. RICE to be known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Charmaine E. Gaspar
CHARMAINE E. GASPAR

