

A. Thomas Welch.  
# Odilda E. Welch.  
4257 TO.  
Quality Home  
Improvements, Inc.  
417/276

Filed for Record the 13 day  
of May, A.D., 1980  
FEE 900 at 2:45 o'clock P.M.  
RECORDED

E A S E M E N T

For Joint Use Of Roadway

WHEREAS, A. Thomas Welch and Odilda E. Welch are husband and wife and owners of the following-described real estate:

Part of the Northeast Quarter of the Southeast Quarter of Section Two, Township 72 North, Range 14 West of the 5th P.M., in Wapello County, Iowa, described as follows: Commencing at the Southeast corner of said Northeast Quarter of the Southeast Quarter; thence North 297 feet; thence West 293½ feet; thence South 297 feet; thence East 293½ feet to the place of beginning.

THAT Quality Home Improvements, Inc., an Iowa Corporation, is the owner of the following-described real estate:

The West 32 rods of the North Half of the Northwest Quarter of the Southwest Quarter; and a tract described as follows: Beginning at the Southwest corner of the above-described tract; then South 25 rods; thence East 32 rods; thence North 25 rods; thence West 32 rods to the place of beginning, except the South 20 feet of the last described tract; and except coals and minerals underlying last described tract; all in Section One (1), Township 72 North, Range 14 West of the 5th P.M. together with any rights in lane way to said property that vendor may have.

THAT there was established, previous to this date, a roadway for the use and benefit of the property owned by the Welch's being described as follows:

A strip of ground for a highway to-wit: 20 feet off of the South side of Five Acre tract of land in the NW¼ of the SW¼ of Section 1, Township 72, Range 14 West, described as follows: Commencing at a stone corner on West line of said Section 1, between the lands of old J. H. Peck farm and P. W. Whitcomb; thence South 25 rods to a post; thence East 32 rods; thence North 25 rods to a post; thence West to place of beginning. The intention being to convey said strip of ground 20 feet wide on South side of land above mentioned and 32 rods long to present and future owners for highway.

THAT the parties hereto desire to grant ingress and egress rights to the land owned by Quality Home Improvements, Inc. subject to certain reservations.

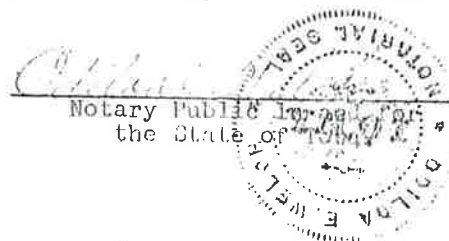
WHEREAS, Parties of the First Part, A. Thomas Welch and

STATE OF IOWA

:ss

WAPELLO COUNTY

On this 12<sup>th</sup> day of March, A. D., 1980,  
 before me, the undersigned, a Notary Public in and for the State  
 of Iowa, personally appeared A. Thomas Welch and Odilda E. Welch,  
 husband and wife, to me known to be the identical persons named  
 in and who executed the foregoing instrument, and acknowledged  
 that they executed the same as their voluntary act and deed.

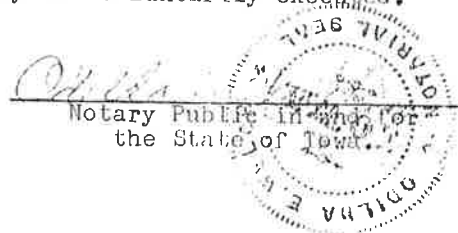


STATE OF IOWA

:ss

WAPELLO COUNTY

On this 13<sup>th</sup> day of March, A.D., 1980,  
 before me, the undersigned, a Notary Public in and for the State  
 of Iowa, personally appeared Frank D. Hurtig, to me personally  
 known, who, being by me duly sworn, did say that he is the  
 President of said corporation executing the within and foregoing  
 instrument, that the seal affixed hereto is the seal of said  
 corporation; that said instrument was signed and sealed on  
 behalf of the corporation by authority of its Board of Directors;  
 and that the said President as such officer acknowledged the  
 execution of said instrument to be the voluntary act and deed  
 of said corporation, by it and by him voluntarily executed.



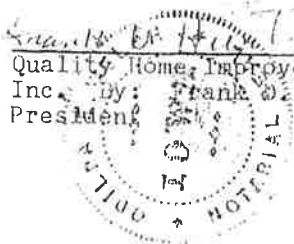
2.

Odilda E. Welch, do hereby grant to Party of the Second Part, Quality Home Improvements, Inc., an easement across the above-described lands for the purpose of ingress and egress under the following terms and conditions:

1. There shall be no parking upon said roadway or any obstruction to the free use thereof.
2. Said parties shall share jointly in the maintenance of said roadway including but not limited to snow removal and rock or other surfacing when appropriate.
3. When two vehicles meet upon the traveled portion of said lane, the nearest vehicle to the county road leading into the lane shall give way by backing up if necessary to the established county road.
4. It is anticipated that construction will take place upon the property owned by Quality Home Improvements, Inc. During said construction period and at no time thereafter, shall the owner of the Quality Home Improvements, Inc. land permit obstruction or free use of said lane.
5. Parties of the first part anticipate the construction of utility lines to provide utility services to their property. Party of the Second Part does hereby grant to Parties of the First Part right of easement to construct, establish, and maintain utility poles across land owned by Quality Home Improvements, Inc.

This easement shall run with the land and be binding upon the above-named parties, their assigns and heirs.

Quality Home Improvements,  
Inc. By: Frank O. Hartig,  
President



A. Thomas Welch  
A. Thomas Welch

Odilda E. Welch  
Odilda E. Welch