

JOAN MCCALMANT
COUNTY RECORDER

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2000 MAR -6 PM 12: 05

LINN COUNTY, IOWA

DOCUMENT NO. 50053
RECORDING FEE 10.00
AUTOMATION FEE 1.00

Prepared by: Dale Sanderson, 119 Wright Street, PO Box 1607, Iowa City, IA 52244 (319)337-3167

**ACCESS AND CIRCULATION AGREEMENT
FOR THE BENEFIT OF LOTS 3 AND 4, NORDSTROM KIRKWOOD ADDITION
TO CEDAR RAPIDS, IOWA**

WHEREAS Kevin J. Kidwell and Carol A. Kidwell, husband and wife, are the owners of Lots 3 and 4, Nordstrom Kirkwood Addition to Cedar Rapids, Iowa; and

WHEREAS residential rental units are being constructed on each of the aforescribed lots; and

WHEREAS it will be necessary for the lots to share a common access and circulation within the parking lot; and

WHEREAS the terms of the shared usage of the access and circulation in the parking lot need to be set to writing.

NOW THEREFORE the following terms and conditions shall govern the use of the access and shared circulation through parking lots for the said Lots 3 and 4, Nordstrom Kirkwood Addition to Cedar Rapids, Iowa:

1. The owners of Lots 3 and 4 shall each have a right to share the access to the property, said access to be on either side of the common boundary lines of the two lots, and said access to be on Miller Avenue SW, Cedar Rapids, Iowa.

2. In addition thereto, the owners and their tenants shall each have a right to circulate through the parking lot on the other owners' lot in order to utilize the access.

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3. The specific parking spaces on each lot, however, shall be reserved to the owners and the owners' tenants for each lot and the parking spaces themselves shall not be shared.

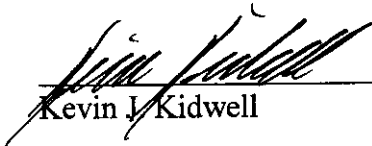
4. Maintenance and repair of the common access area, which shall be deemed to run from Miller Avenue SW to the initial parking spaces on the lots, shall be shared equally between the owners of Lots 3 and 4. Maintenance and repair of the circulation area of each of the respective parking lots shall remain the responsibility of the respective lot owners.

5. Neither of the owners of the lots shall use the access easement or the circulation area in a manner which would impede or prohibit access by the other lot owners or their tenants.

6. This agreement shall be deemed to run with the land and shall be binding upon the owners, their successors in interest, heirs or assigns.

7. This agreement may be modified by the agreement of the then owners of Lots 3 and 4.

Signed this 3rd day of March, 2000.



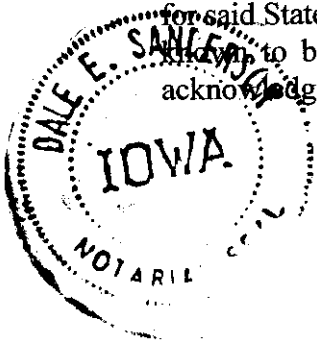
Kevin J. Kidwell

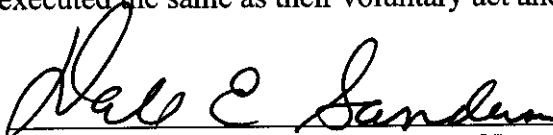


Carol A. Kidwell

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 3 day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin J. Kidwell and Carol A. Kidwell, 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.





Notary Public in and for State of Iowa

