DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$10.00

Preparer Information: (X) Andrew J. McKean; Box 366, Anamosa, IA 52205; 319-462-4361

ACCESS EASEMENT AGREEMENT

This agreement, made and entered into this 16 day of June, 2000, by and between Harold G. Nieman and Bernadine I. Nieman, husband and wife, Grantors, and Don Sellner, Grantee, WITNESSETH:

WHEREAS, Grantors own real estate described as:

The E 1/2 of the SE 1/4 of Section 10, N 1/2 SW 1/4 of Section 11, and NE 1/4 NE 1/4 of Section 15, all in Township 88 North, Range 4, West of the 5th P.M.

WHEREAS, Grantee own real estate described as:

The W 1/2 of the W 1/2 of the SE 1/4 of Section 10, Township 88 North, Range 4, West of the 5th P.M.

WHEREAS, a creek, called Penn Creek, runs in an East-West direction in this area and South of the creek and roughly paralleling it is a dirt lane, which has from time to time been used by Grantees for access to their property; and

WHEREAS, it is the desire of the parties hereto to establish an access easement over a portion of the above-described property in order to provide access to the Grantees to their property;

NOW, THEREFORE, for and in consideration of the mutual rights, conveyances, promises and agreements herein contained;

1. In consideration of an annual payment by Grantees to Grantors in the amount of $70.00 to be paid on or before March 1st of each year, Grantors give, grant and convey unto Grantees, its successors and assigns, the right to use and maintain an access way over and across a portion of Grantors' property, herein-above described, as follows: that portion of existing dirt lane crossing over Grantors' property necessary to provide Grantees access to their property.

2. Grantees shall maintain the dirt lane in a reasonable manner and shall compensate Grantors for any damages to their property by reason of the negligence of the Grantees, their tenants or employees. Grantees are not responsible for any damage to the dirt lane or the bridge located on the Grantors' property caused by anyone other than Grantees, their tenants or employees and are not liable for any injuries resulting from use of the dirt lane or bridge located on Grantors' property by anyone other than Grantees, their tenants or employees.

3. Grantees shall exercise their easement privileges at their own risk and shall indemnify Grantors for damage or loss which is the result of Grantees exercise of their easement privileges.

4. In the event that Grantors, their tenants or employees use Grantees driveway to gain access to Grantors other properties, Grantors (or their tenants) will pay Grantees $70.00 per year for this privilege.

5. This Easement shall be perpetual and construed as a covenant running with the land and shall be binding upon the undersigned parties and upon their heirs and assigns, so long as said easement shall be used for access purposes by the Grantees, their successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands this 16 day of June, 2000.

GRANTORS

Harold G. Nieman
Harold G. Nieman

Bernadine I. Nieman
Bernadine I. Nieman

GRANTEE

Don Sellner
Don Sellner

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 16 day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harold G. Nieman and Bernadine I. Nieman, 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.

Andy McKean
Notary Public in and for State of Iowa

NOTARIAL SEAL IOWA
ANDY McKEAN
MY COMMISSION EXPIRES
September 30, 1982 2004

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 16 day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Sellner, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Sheryl L Youngblut
Notary Public in and for State of Iowa

SHERYL L. YOUNGBLUT
MY COMMISSION EXPIRES
08-31-2001