

**BK: 2020 PG: 2703**  
**Recorded: 7/27/2020 at 1:10:41.0 PM**  
**Pages 3**  
**County Recording Fee: \$22.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$25.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

Return To: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072  
Prepared By: Samuel H. Braland, P. O. Box 370, Earlham, Iowa 50072 (515) 758-2267

### **ACCESS EASEMENT**

THIS EASEMENT AGREEMENT is made and entered into by and between Norman Bennett, a single person, herein referred to as "Bennett"; and Martens Farms, LLC, herein referred to as "Martens":

#### **WITNESSETH:**

Martens is the owner of the following described real estate, to-wit:

The West One-half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and the East One-half of the East One-half of the Northwest Quarter ( $E\frac{1}{2} E\frac{1}{2} NW\frac{1}{4}$ ) of Section 17, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Northeast Quarter of the Northwest Quarter ( $NE\frac{1}{4} NW\frac{1}{4}$ ) and the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ) of said Section 17, containing 3.000 acres, as shown in Plat of Survey filed in Book 2004, Page 1669 on April 16, 2004, in the Office of the Recorder of Madison County, Iowa.

Bennett is the owner of the following described real estate, to-wit:

Parcel "B" located in the Northeast Quarter of the Northwest Quarter ( $NE\frac{1}{4} NW\frac{1}{4}$ ) and the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ) of said Section 17, containing 3.000 acres, as shown in Plat of Survey filed in Book 2004, Page 1669 on April 16, 2004, in the Office of the Recorder of Madison County, Iowa.

Martens and Bennett are adjoining property owners. Bennett desires to grant Martens an access easement over and across Bennett's real estate so that Martens has access to and use of grain bins and a machine shed on Martens' adjoining land.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Bennett hereby grants and conveys to Martens the following easement.

### **Access Easement**

Bennett does hereby grant Martens an access easement over and across the following described portion of Bennett's real estate, herein referred to as the "easement area", to-wit:

A 30 foot wide Ingress-Egress Easement located on the existing driveway situated on Bennett's real estate described herein extending from the road right-of-way to the boundary line of Martens' adjoining real estate.

1. The easement shall be used by Martens, and its successors in interest if any, for general agricultural access purposes to and from Martens' adjoining land, and for access to the grain bins, machine shed, and any and all other buildings and structures now existing or existing in the future, on Martens' adjoining real estate. The easement shall be used for no other purpose.

2. Both Bennett and Martens, and their successors in interest if any, shall have the privilege to maintain the easement area for the uses stated herein; however, this paragraph shall not be construed to create an obligation, or place any obligation on Bennett and Martens to repair, maintain, or improve the easement area now or in the future.

3. Use of the easement shall be restricted to Bennett, Martens, and their respective invitees, tenants, and agents, subject to the terms and conditions of use stated herein.

4. No person shall erect or permit the erection of any building, structure, fence, landscaping or other obstacle within the easement area, nor shall any person conduct any activity which might interfere with the use and maintenance of the easement area.

The easements granted herein may be amended or earlier terminated by the parties as provided in a written agreement entered into for that purpose which shall be recorded in the Office of the Recorder of Madison County, Iowa.

