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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

 PREPARED BY

AND RETURN TO: Charles H. Fagen, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

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PERPETUAL EASEMENT FOR ACCESS AND UTILITIES

THIS AGREEMENT is made and entered into on this 17 day of April, 2025, by and between David J. Elgin and Gayle S. Elgin, husband and wife, (herein Elgins) owners of the Parcel as described below, and desire to establish perpetual ingress/egress easement for access and utilities benefitting Elgins as owners, their subsequent heirs, successors and assigns of the parcels.

WHEREAS, Elgins are the owners of Parcel 1, which is on Hogback Bridge Road, Earlham, Iowa and includes the property described as:

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa, North of the middle channel of the river, And

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa, North of the middle channel of the river, EXCEPT Parcel "J" South of Hogback Bridge Road.

WHEREAS, Elgins are the owners of Parcel 2 (to be conveyed) and is described as:

All that part of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) AND the South Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) AND the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-two (22), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, lying North and East of the middle channel of the river.



WHEREAS, both Parcel 1 and Parcel 2 owners wish to establish a perpetual easement for ingress/egress access running with the land and binding upon the parties, their heirs, successors and assigns.

NOW, THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration and the mutual covenants of all parties and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

WHEREAS, the Easement Area described by property owner as:

Easement

A 20.00' wide Easement for Ingress and Egress across the Southwest Quarter (SW 1#4) of the Southwest Quarter (SW 1#4) of Section 23 and across the Southeast Quarter (SE 1#4) of the Southeast Quarter (SE 1#4) of Section 22, all in Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, and whose CENTERLINE is described as follows: Commencing at an iron pin at the Northeast corner of said SW 1#4 SW 1#4 of Section 23; thence S 00°13'06" W a distance of 539.81' to an iron pin; thence with a curve turning to the right with an arc length of 304.38', with radius of 300.00', with a chord bearing of S 29°17'03" W, with a chord length of 291.49' to an iron pin; thence S 58°20'59" W, a distance of 301.17' to an iron pin at the Point of Beginning; thence N 65°10'59" W a distance of 132.06'; thence N 70°33'30" W a distance of 92.55'; thence N 65°14'31" W a distance of 109.35'; thence N 70°56'50" W a distance of 117.66'; thence N 80°42'24" W a distance of 108.67'; thence with a curve turning to the left with an arc length of 329.13', with a radius of 309.81', with a chord bearing of S 67°15'08" W, with a chord length of 313.87',; thence S 31°06'03" W a distance of 91.37'; thence with a curve turning to the right with an arc length of 89.02', with a radius of 106.79', with a chord bearing of S 54°59'03" W, with a chord length of 86.47',; thence S 78°52'02" W a distance of 80.69'; thence S 80°06'34" W a distance of 50.89'; thence S 75°58'29" W a distance of 54.58'; thence S 71°32'20" W a distance of 105.41'; thence S 64°37'14" W a distance of 139.49'; thence with a curve turning to the right with an arc length of 45.21', with a radius of 25.36', with a chord bearing of N 64°18'24" W, with a chord length of 39.45',; thence N 13°14'01" W a distance of 110.28'; thence N 22°26'55" W a distance of 100.18'; thence N 34°38'42" W a distance of 169.70'; thence N 37°02'17" W a distance of 317.87'; thence N 29°04'53" W a distance of 161.90'; thence N 29°36'08" W a distance of 163.24'; thence N 44°07'59" W a distance of 49.20'; thence S 87°27'49" W a distance of 315.21' to a Point of Terminus on the West line of said SE 1#4 SE 1#4 in said Section 22, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

WHEREAS, the owners of Parcel 2 will be responsible for road maintenance West from Hogback Bridge Road to their property. Neither the owners of Parcel 1 or Parcel 2 shall block the access

easement except temporarily for any construction, maintenance or repairs required to the road, and any culvert needed. No fences or gates shall be constructed in the easement path.

WHEREAS, the owners of each Parcel may not construct more than one housing residence to be served by this easement.

WHEREAS, each Parcel Owner shall protect, defend, hold harmless and indemnify the other Parcel Owner from and against any and all claims, losses, damage, liability, costs or expenses (including attorney fees) arising out of such Parcel Owner's use of the easement hereinabove described, and any representation, warranty or covenant made by such Parcel Owner.

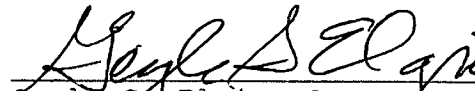
WHEREAS, this grant of easement shall run with the land in perpetuity and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

OWNERS OF PARCEL 1:



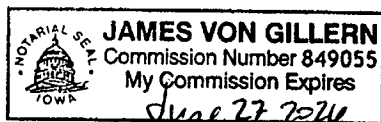
David J. Elgin, Owner



Gayle S. Elgin, Owner

STATE OF IOWA :
: ss.
COUNTY OF POLK :

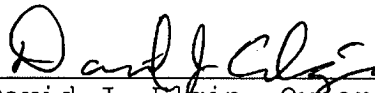
On this 17 day of April, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared David J. Elgin and Gayle S. Elgin, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.






James von Gillern, Notary Public
in and for the State of Iowa

OWNERS OF PARCEL 2:



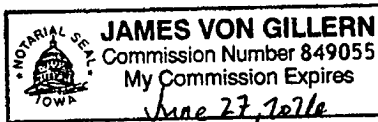
David J. Elgin, Owner



Gayle S. Elgin, Owner

STATE OF IOWA :
: ss.
COUNTY OF POLK :

On this 17 day of April, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared David J. Elgin and Gayle S. Elgin, 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 instrument as their voluntary act and deed.





James Von Gillern, Notary Public
in and for the State of Iowa