



Document 2025 370

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Date 2/10/2025 Time 9:55:06AM

Rec Amt \$17.00

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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

PERPETUAL EASEMENT FOR ACCESS AND UTILITIES

THIS AGREEMENT is made and entered into on this 8 day of February, 2025, by and between David J. Elgin and Gayle S. Elgin, husband and wife, (herein Elgins) owners of Parcel 1 as described below, and desire to establish perpetual ingress/egress easement for access and utilities benefitting Parcel 2 owned by David J. Elgin and Gayle S. Elgin, husband and wife, (herein 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:

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, EXCEPT Parcel "J"; all South of the Road of Section 23, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa, And

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

WHEREAS, Elgins are the owners of Parcel 2, locally known as 1399 Hogback Bridge Road, Earlham, Iowa, and is described as:

Tract West of the road in the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa. And

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "F".

WHEREAS, both Parcel 1 and Parcel 2 owners wish to establish a perpetual easement for ingress/egress access and any necessary utilities 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

Beginning at the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ EXCEPT Parcel "J" all South of the Road of Section 23, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa, thence Northwest 70.0 feet along the radius curve of Hogback Bridge Road, thence West 372.9 feet, thence South 70.35 feet entering into the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 77, Range 28 West of the 5th P.M., Madison County, Iowa, thence East 325.0 feet, thence Northwest along the radius curve of Hogback Bridge Road 25.0 feet to the point of the beginning.

WHEREAS, the owners of both Parcels will be responsible for sharing road maintenance on first 294.8 feet West from Hogback Bridge Road. The remaining easement distance shall be the responsibility of Parcel 2 for the maintenance and upkeep of said Easement. Additional utilities may be place in the Easement Area. Neither the owners of Parcel 1 or Parcel 2 shall not block the access easement except temporarily for any construction, maintenance or repairs required to the road, any utility easements and the culvert.

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.

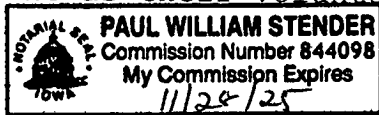
OWNERS OF PARCEL 1:

David J. Elgin
David J. Elgin, Owner

Gayle S. Elgin
Gayle S. Elgin, Owner

STATE OF IOWA :
COUNTY OF Polk : ss.

On this 8th day of February, 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.



Paul William Stender
Notary Public
in and for the State of Iowa

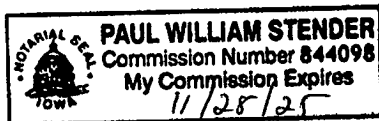
OWNERS OF PARCEL 2:

David J. Elgin
David J. Elgin, Owner

Gayle S. Elgin
Gayle S. Elgin, Owner

STATE OF IOWA :
COUNTY OF Polk : ss.

On this 8th day of February, 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.



Paul William Stender
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