

BK: 2025 PG: 638  
Recorded: 3/18/2025 at 11:18:46.0 AM  
Pages 3  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, 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 ACCESS EASEMENT AGREEMENT is made and entered into by and between, Kevin Freymiller and Donna Freymiller, Trustees of the Kevin Freymiller and Donna Freymiller Revocable Trust U/A dtd 11/09/2021, herein referred to as "Grantor"; and Jacob Kyle Johnston and Angelia Lynn Johnston, husband and wife, herein referred to as "Grantees":

#### WITNESSETH:

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

The West 10 Acres of the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 14, Township 76 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT Parcel "A" as shown in Plat of Survey filed in Book 2024, Page 2517, in the Office of the Recorder of Madison County, Iowa.

Grantees are the owners of the following described real estate, to-wit:

Parcel "A" in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 14, Township 76 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 2024, Page 2517, in the Office of the Recorder of Madison County, Iowa.

Grantor and Grantees are adjoining property owners. Grantees desire an easement over and across a portion of Grantor's real estate for ingress and egress purposes to Grantee's above-described real estate. Grantor desires to grant Grantees an easement for such purposes.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual

covenants contained herein, Grantor by these presents does hereby grant and convey to Grantees an access easement over and across the following described portion of Grantor's real estate, herein referred to as the "easement area" for the purposes stated herein, and on the terms and conditions hereinafter set forth, to-wit:

The West 20 feet of the West 10 Acres of the Northeast Quarter of the Northeast Quarter EXCEPT for Parcel "A" of said Northeast Quarter of the Northeast all in Section 14, T76N, R29W of the 5<sup>th</sup> P.M., Madison County, Iowa containing 0.51 Acres and is subject to any and all easements apparent or of record.

1. The easement shall be used by Grantees, their successors in interest, and assigns, for ingress, egress, and general access purposes to and from Grantees' adjoining real estate described above.

2. Both Grantor and Grantees and their successors in interest 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 the Grantor or Grantees to repair, maintain, or improve the easement area for said purposes either now or in the future.

3. Use of the easement shall be nonexclusive, and shall inure to the benefit and use of both Grantor and Grantees and their respective invitees, successors in interest and assigns, subject to the terms and conditions of use stated herein.

4. No person shall erect or permit the erection of any obstacle within the easement area that would interfere with the use of the easement area and the buildings located therein, nor shall any person conduct any activity which might interfere with the use of the easement area or the buildings located therein.

5. This agreement shall be deemed to be a covenant running with the title to Grantor's real estate and Grantees' real estate, and shall bind and benefit the parties' successors in interest; provided, however, this agreement may be amended or released at any time by the parties or their successors in interest by appropriate mutual agreement that is duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

6. Grantor and Grantees further covenant and agree that if the easement granted by Grantor to Grantees in any manner interferes with or impairs Grantor's sale of Grantor's real estate described above, then Grantees agree to immediately release this

access easement. As stated above, this covenant shall bind the successors in interest of Grantees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below their respective signatures.

GRANTEES

Jacob Kyle Johnston  
Jacob Kyle Johnston

Angelia Lynn Johnston  
Angelia Lynn Johnston

GRANTOR

Kevin Freymiller  
Kevin Freymiller, Co-Trustee  
Kevin Freymiller and Donna  
Freymiller Revocable Trust

Donna Freymiller  
Donna Freymiller, Co-Trustee  
Kevin Freymiller and Donna  
Freymiller Revocable Trust

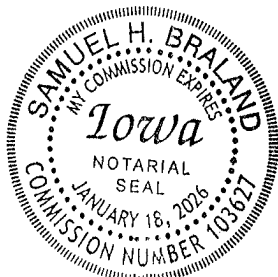
STATE OF IOWA                    )  
  ) SS  
MADISON COUNTY                )

This record was acknowledged before me on March 13, 2025, by Kevin Freymiller and Donna Freymiller, Trustees of the Kevin Freymiller and Donna Freymiller Revocable Trust U/A dtd 11/09/2021.

Samuel H. Braland  
Notary Public in and for the State of Iowa

STATE OF IOWA                    )  
  ) SS  
MADISON COUNTY                )

This record was acknowledged before me on March 13, 2025, by Jacob Kyle Johnston and Angelia Lynn Johnston, husband and wife.



Samuel H. Braland  
Notary Public in and for the State of Iowa.

