



Document 2011 190

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LISA SMITH, COUNTY 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 Carl Tessmer and Sara Tessmer, husband and wife, herein referred to as "Tessmers"; and Dave Elgin and Gayle Elgin, husband and wife, herein referred to as "Elgins":

WITNESSETH:

Tessmers are the owners of the following described real estate which is referred to herein as the "Tessmer Property", to-wit:

The Southeast Quarter of the Northwest Quarter (SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>) of Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

Elgins are the owners of the following described real estate which is referred to herein as the "Elgin Property", to-wit:

Lot 8 of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

The Elgin Property lies Southwest of and adjacent to the Tessmer Property, and Tessmers and Elgins are adjoining property owners. Tessmers desire an easement over and across a portion of the Elgin Property for ingress and egress purposes to the Tessmer Property, and Elgins desire to grant Tessmers an easement for such purpose.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants contained herein, Elgins by these presents do hereby grant and convey to Tessmers an access easement over and across the following described portion of the Elgin Property for the purposes and on the terms and conditions hereinafter set forth, to-wit:

An Access Easement on part of Lot 8 in Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, described as follows and herein referred to as the "easement area"; to-wit:

Beginning at the Northwest Corner of Lot 8 in the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence East along the North line of said Lot 8 to the Northeast Corner of said lot, thence South 20 feet along the East line of said Lot 8, thence back West across the lot to the West line of said Lot 8, thence North along the West line of said lot to the Northwest Corner thereof and the point of beginning.

1. The easement shall be used by Tessmers, their heirs, successors in interest, and assigns for ingress, egress, and general access purposes only and for no other purpose.


2. Both Elgins and Tessmers 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 or place any maintenance obligation on either Elgins or Tessmers.

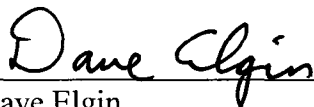
3. Use of the easement shall be nonexclusive, and shall inure to the benefit and use of both Elgins and Tessmers and their respective invitees, successors in interest and assigns, subject to the terms and conditions of use stated herein.

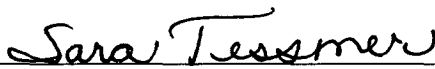
4. No person shall erect or permit the erection of any building, structure, landscaping or other obstacle within the easement area, nor shall any person conduct any activity which might interfere with the use and maintenance of the easement area. Erection of a partition fence between the Tessmer Property and Elgin Property within the easement area is permitted.

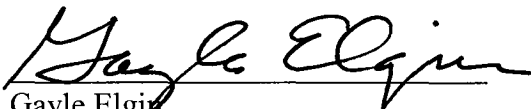
5. This agreement shall be deemed to be a covenant running with the title to the Tessmer Property and the Elgin Property, and shall bind and benefit the parties' successors in interest; provided, however, this agreement may be amended or released at any time by the parties or their successors in interest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

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

  
\_\_\_\_\_  
Carl Tessmer

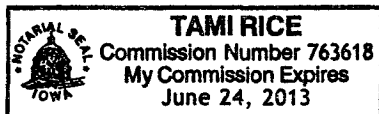
  
\_\_\_\_\_  
Dave Elgin

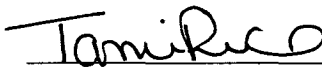
  
\_\_\_\_\_  
Sara Tessmer

  
\_\_\_\_\_  
Gayle Elgin

STATE OF IOWA            )  
  ) SS  
MADISON COUNTY        )

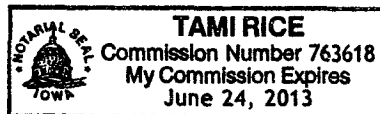
This instrument was acknowledged before me on January 11, 2011, by Carl Tessmer and Sara Tessmer, husband and wife.

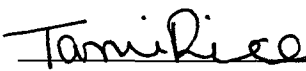


  
\_\_\_\_\_  
Notary Public in and for the State of Iowa.

STATE OF IOWA            )  
  ) SS  
MADISON COUNTY        )

This instrument was acknowledged before me on January 11, 2011, by Dave Elgin and Gayle Elgin, husband and wife.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa.