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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 Northwest Quarter (NW¼) 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:

A tract of land commencing 32 rods and 8 links South of the Center of Section Twenty-two (22), running thence West 66 rods, thence South to the South line of the Northeast Quarter (¼) of the Southwest Quarter (¼) of said Section Twenty-two (22), thence East 66 rods, thence North to the place of beginning, all in Section Twenty-two (22), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; AND Lots Six (6), Seven (7), and Eight (8) of the Southwest Quarter (¼) of said Section Twenty-two (22) more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter (¼) and running thence South 76 rods, thence East 94 rods, thence North 76 rods, thence West 94 rods to the place of beginning; AND ALSO a tract described as follows: Commencing at the Northeast corner of said Southwest Quarter (¼) and running thence South 32 rods and 8 links, thence West 66 rods, thence North 32 rods and 8 links, thence East 66 rods to the place of beginning.

The Elgin Property lies South of and adjacent to the Tessmer Property, and Tessmers and Elgins are adjoining property owners. Elgins desire an easement over and across a portion of the Tessmer Property for ingress and egress purposes to the Elgin Property, and Tessmers desire to grant Elgins 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, Tessmers by these presents do hereby grant and convey to Elgins an access easement over and across the following described portion of the Tessmer Property for the purposes and on the terms and conditions hereinafter set forth, to-wit:

An Access Easement on part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, described as follows herein referred to as the "easement area", to-wit:

Beginning at the Southwest Corner of Parcel "A" located in the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, which point is also on the West line of the NW $\frac{1}{4}$  of said Section, thence East 50 feet along the South line of said Parcel "A", thence South to the North line of Lot 8 in the SW $\frac{1}{4}$  of Section 22, thence West 50 feet along the North line of said Lot 8 to the Southwest Corner of the NW $\frac{1}{4}$  of said Section 22, thence North along the West line of the NW $\frac{1}{4}$  to the point of beginning.

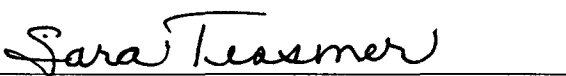
1. The easement shall be used by Elgins, their heirs, successors in interest, and assigns for ingress, egress, and general access purposes only and for no other purpose.
2. Both Tessmers and Elgins and their successors in interest shall have the privilege to maintain the easement area for the uses stated herein; however, this paragraph shall not be construed to create or place any maintenance obligation on either Tessmers or Elgins.
3. Use of the easement shall be nonexclusive, and shall inure to the benefit and use of both Tessmers and Elgins 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, 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.

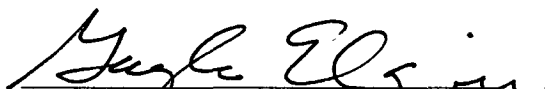
5. This agreement shall be deemed to be a covenant running with the title to the Tessmer Property and the Elgin Property, and shall bind and benefit the parties' successors in interest; provided, however, this agreement may be amended or released at any time by the parties or their successors in interest 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

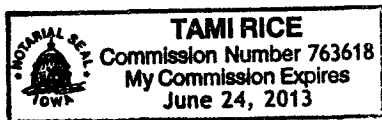
  
Dave Elgin


  
Sara Tessmer

  
Gayle Elgin

STATE OF IOWA            )  
  ) SS  
MADISON COUNTY        )

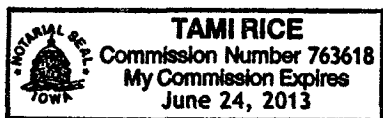
This instrument was acknowledged before me on January 11, 2011, by Carl Tessmer and Sara Tessmer, husband and wife.




  
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.