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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:

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

Commencing at the Northeast Corner 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, 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 AND Lot 8 in the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of said Section 22.

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 and Tessmers are adjoining property owners. The South line of the Tessmer Property is also the North line of the Elgin Property. Tessmers desire an easement over and across a portion of the Elgin Property for ingress and egress purposes, and Elgins desire an easement over and across a portion of the Tessmer Property for ingress and egress purposes. Tessmers and Elgins desire to grant each other an easement for such purposes.

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 South 100 feet of the Tessmer Property, herein referred to as the "Tessmer easement area"; and Elgins by these presents do hereby grant and convey to Tessmers an access easement over and across the North 100 feet of the following described portion of the Elgin Property, herein referred to as the "Elgin easement area", to-wit:

Commencing at the Northeast Corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 22, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, 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 AND the East 231 feet of Lot 8 in the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section 22.

1. The Elgin easement area 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. The Tessmer easement area 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 Elgins and Tessmers and their successors in interest shall have the privilege to maintain both easement areas for the uses stated herein; however, this paragraph shall not be construed to create or place any maintenance obligation on Elgins or Tessmers to repair, maintain, or improve an easement area for said purposes whether now or in the future.

3. Use of both easement areas 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 areas, nor shall any person conduct any activity which might interfere with the use and maintenance of the easement areas. Erection of a partition fence between the Tessmer Property and Elgin Property within the easement areas 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  
Carl Tessmer

Dave Elgin  
Dave Elgin

Sara Tessmer  
Sara Tessmer

Gayle Elgin  
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.



Tami Rice  
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.



Tami Rice  
Notary Public in and for the State of Iowa.