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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Jeh
Preparer Information Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920

Individual's Name	Street Address	City	Phone
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Jane E. Hanson, AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into this 5th day of July, 2018, by and between John C. Broghammer and Mary D. Broghammer, husband and wife (hereinafter "Broghammer") and Logan M. Cannon (hereinafter "Cannon").

WHEREAS, Broghammer is the owner of the following described real estate located in Delaware County, Iowa:

Lot 3 of Broghammer Second Subdivision, a subdivision of Parcel 2017-15 in the Southeast Quarter of the Southeast Quarter (SE ¼ - SE ¼) and in the Southwest Quarter of the Southeast Quarter (SW ¼ - SE ¼) of Section 1, Township 89 North, Range 6 West of the Fifth Principal Meridian, Delaware County, Iowa

AND WHEREAS, Cannon is the owner of the following described real estate located in Delaware County, Iowa:

Lot 2 of Broghammer Second Subdivision, a subdivision of Parcel 2017-15 in the Southeast Quarter of the Southeast Quarter (SE ¼ - SE ¼) and in the Southwest Quarter of the Southeast Quarter (SW ¼ - SE ¼) of Section 1, Township 89 North, Range 6 West of the Fifth Principal Meridian, Delaware County, Iowa

WHEREAS, Broghammer desires to creates for themselves, their heirs, successors and assigns, a private lane, to be used for agricultural purposes, approximately 30.0 feet in width and 493.0 feet in length running along the easterly boundary of Cannon's real estate for purposes of ingress and egress to Broghammer's real estate. The approximate location of the private lane is shown by the white dashed lines on attached Exhibit "A".

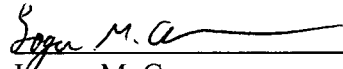
NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Broghammer to Cannon, receipt of which is hereby acknowledged and in consideration of the mutual benefits to be gained by the parties they agree as follows:

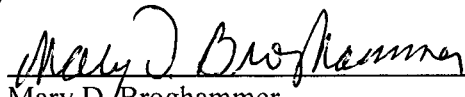
1. Grant of Access Easement. Cannon hereby grants to Broghammer, their heirs, successors, and assigns, a non-exclusive access easement for ingress and egress over, upon and across a private lane along the easterly boundary of Cannon's property for purposes of ingress and egress from the existing county roadway lying South of Cannon's property to

Broghammer's property. The approximate location of the private lane is shown by the white dashed lines on attached Exhibit "A".

2. No Limitations. Nothing in this Agreement shall prohibit or restrict Cannon's use of Cannon's property so long as such use does not prevent John's use of the access easement.
3. Maintenance and Improvements. Maintenance of the easement shall be provided by whichever party (Broghammer or Cannon) deems it necessary. Broghammer may not improve the easement without the prior written approval of Cannon except for minor spot repairs which may be completed by Broghammer without prior written approval of Cannon.
4. Indemnification. Broghammer agrees, with respect to their use of the easement granted in this Agreement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold Cannon harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to its use, or its personal guests' use, of the easements granted in this Agreement.
5. Covenant Running with the Land. This Agreement shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and shall not be separated from the land and shall be perpetual in duration unless terminated as provided herein or by written agreement of the parties or their respective successors and assigns.
6. Severability. If any provision of this Agreement is found invalid, Cannon and Broghammer agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.
7. Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Broghammer and Cannon, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification or waiver.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussion between the parties, which are merged herewith, with respect to the subject matter hereof.
9. Governing Law. This Agreement shall be governed by the law of the State of Iowa.

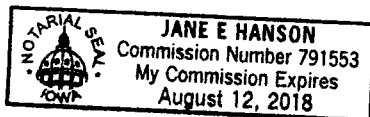

John C. Broghammer

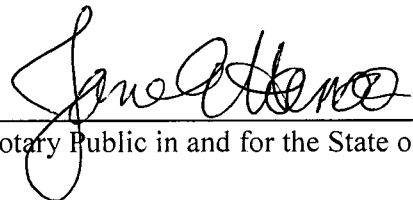

Logan M. Cannon


Mary D. Broghammer

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

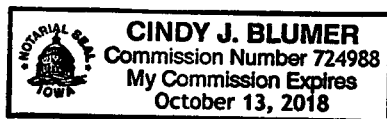
On this 20th day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John C. Broghammer and Mary D. Broghammer, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.




Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 16th day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Logan M. Cannon, known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.




Notary Public in and for the State of Iowa

Exhibit "A"

