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Document 2018 2158 Type 03 006 Pages 4

Date 8/01/2018 Time 8:53:38AM

Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920
Individual's Name Street Address City Phone

Jane E. Hanson, AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into this 31st day of July, 2018, by and between John C. Broghammer and Mary D. Broghammer, husband and wife (hereinafter "John") and Carl J. Broghammer and Nicole E. Broghammer, husband and wife (hereinafter "Carl").

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

Parcel D in the Southwest fractional Quarter (SW Fr. ¼) of the Southwest Quarter (SW ¼) of Section 6, Township Eight Nine North (89N), Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa

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

Parcel 2017-84 being part of Parcel 2016-59 in the fractional Southwest Quarter of the Southwest Quarter (SW ¼ - SW ¼) of Section Six (6), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa

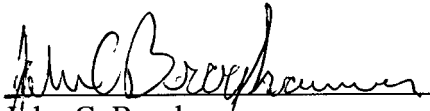
WHEREAS, John desires to creates for themselves, their heirs, successors and assigns, a private lane, for agricultural use only, approximately thirty (30) feet in width running along the westerly boundary of Carl's property for purposes of ingress and egress to John's Property.

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

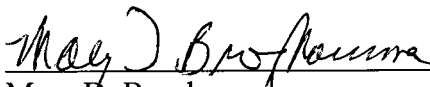
1. Grant of Access Easement. Carl hereby grants to John, their heirs, successors, and assigns, a non-exclusive access easement for ingress and egress over, upon and across a private lane along the westerly boundary of Carl's property for purposes of ingress and egress from the existing county roadway lying South of Carl's property to John's property. The approximate location of the private lane is shown by the white dashed lines on attached Exhibit "A".

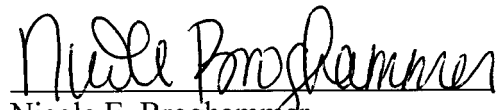
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2018-686

2. No Limitations. Nothing in this Agreement shall prohibit or restrict Carl's use of Carl'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 (John or Carl) deems it necessary. John may not improve the easement without the prior written approval of Carl except for minor spot repairs which may be completed by John without prior written approval of Carl.
4. Indemnification. John 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 Carl 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, Carl and John 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 John and Carl, 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

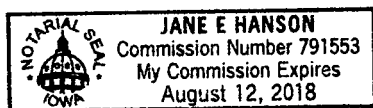

Carl J. Broghammer

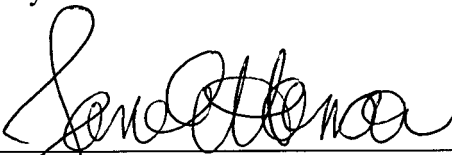

Mary D. Broghammer


Nicole E. Broghammer

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 5th day of April, 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.

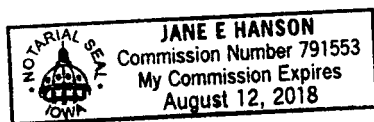


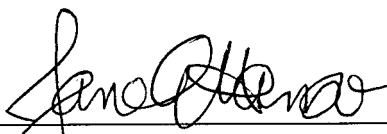


Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 31st day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carl J. Broghammer and Nicole E. 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

Broghammer



Exhibit 'A'

04/12/2017