

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

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this 30th day of September, 2021, by and between Marjorie A. Billings (hereinafter "Billings") and Rachel A. Bacon and Jeremy C. Bacon, wife and husband (hereinafter "Bacon").

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

Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, except Parcel 2015-54 part of the part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2015, Page 1668, and further except Parcel 2021-96 part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 2385.

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

Parcel 2021-96, part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 2385.

WHEREAS, Billings desires to creates for themselves, their heirs, successors and assigns, an easement, for ingress and egress, approximately twenty (20) feet in width running

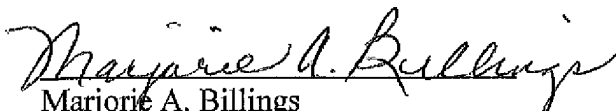
over and across Bacon's property to Billings' property for purposes of ingress and egress to Billings' Property.

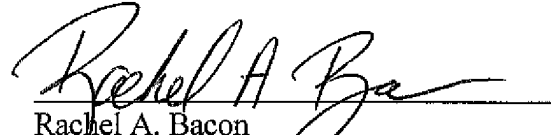
NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Billings to Bacon, receipt of which is hereby acknowledged and in consideration of the mutual benefits to be gained by the parties they agree as follows:

1. Grant of Access Easement. Bacon hereby grants to Billings their heirs, successors, and assigns, a non-exclusive access easement for ingress and egress over, upon and across a private lane across Bacon's property for purposes of ingress and egress for agricultural purposes from the existing county roadway lying across Bacon's property to Billings' property. The approximate location of the private lane is shown on the plat of survey of Parcel 2021-96 and attached as Exhibit "A".
2. No Limitations. Nothing in this Agreement shall prohibit or restrict Bacon's use of Bacon's property so long as such use does not prevent Billings' use of the easement.
3. Maintenance and Improvements. Maintenance of the easement shall be provided by whichever party (Bacon or Billings) deems it necessary. Billings may not improve the easement without the prior written approval of Bacon except for minor spot repairs which may be completed by Billings without prior written approval of Bacon.
4. Indemnification. Billings 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 Bacon 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, Bacon and Billings 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 Bacon and Billings, 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.

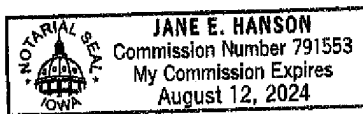

Marjorie A. Billings

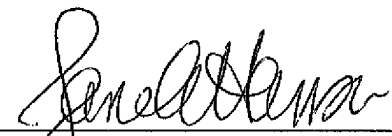

Rachel A. Bacon


Jeremy C. Bacon

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

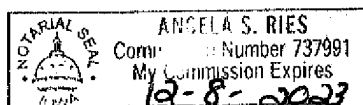
On this 29th day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marjorie A. Billings known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 30 day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rachel A. Bacon and Jeremy C. Billings, wife and husband, 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

INDEX LEGEND
 LOCATION: NW1/4 SE1/4 OF SECTION 21, T88N, R4W
 REQUESTOR: MARJORIE A. BILLINGS
 PROPRIETOR: MARJORIE A. BILLINGS
 SURVEYOR: BILL BURGER
 SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
 RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 (563) 855-2028

FILED
 Delaware Co. Assessor

JUL 01 2021

FILED
 Delaware Co. Auditor

JUL 01 2021

Book 2021 Page 2385

Document 2021 2385 Type 06 002 Pages 2

Date 7/01/2021 Time 1:34:57PM

Rec Amt \$12.00

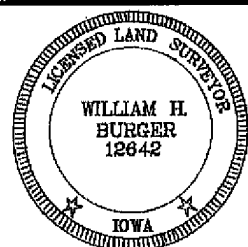
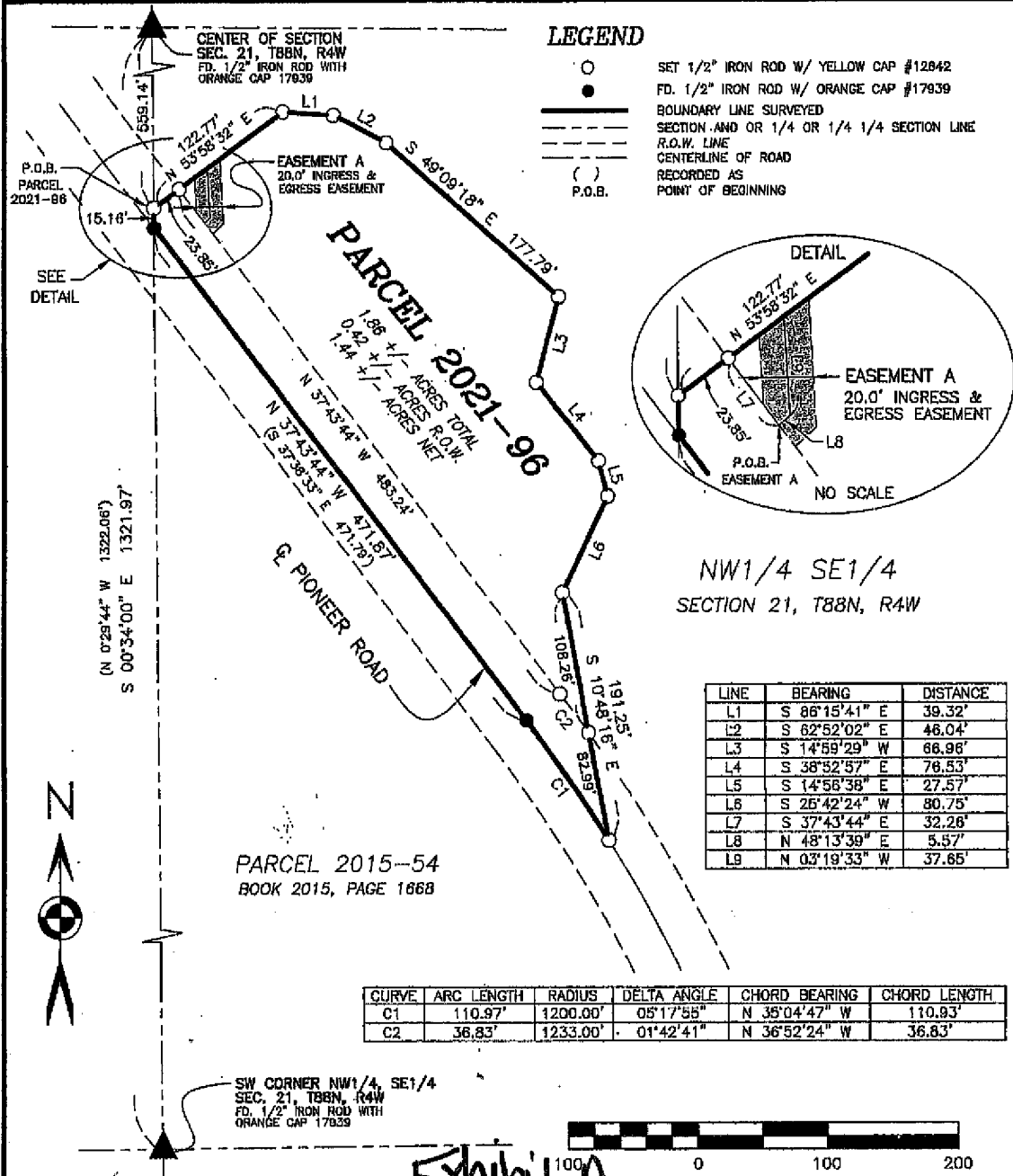
Daneen Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

X PREPARED BY BILL BURGER WM. BURGER LAND SURVEYOR 510 3RD STREET WEST COURT WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2021-96

PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA



DATE OF SURVEY: 6/17/2021

SCALE: 1" = 100'

SHEET 1 OF 2

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.

William H. Burger 7/1/21
 WILLIAM H. BURGER #12642 DATE

Wm. Burger
 LandSurveyor

510 3rd Street West Court
 Worthington, Iowa 52078