

Recorded: 3/15/2022 at 11:05:49.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 855

Preparer Information/Return to:

Benjamin M. Lange, Swisher & Cohrt, PLC, 222 1st St. E., Independence, IA 50644 (319)334-4488

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this 14th day of March, 2022, by and between Augustine M. Dettbarn a/k/a A.M. Dettbarn (hereinafter "Dettbarn"), Timothy Parsons and Janell Parsons, husband and wife, (hereinafter "Parsons") and Marty L. Boge and Jodi A. Boge, husband and wife, (hereinafter "Boge").

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

Lot A and Lot 1 of Dettbarn Addition Comprised of Parcel A of the Northwest Quarter (NW $\frac{1}{4}$); Part of the Southwest Quarter (SW $\frac{1}{4}$) o the Northwest Quarter (NW $\frac{1}{4}$); Part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) all in Section Twenty-Four (24), Township Eighty-Seven North (T87N), Range Four West (R4W) of the Fifth Principal meridian, Delaware County, Iowa, according to plat recorded in Book 2002, Page 2294;

AND

Parcel 2022-20 Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-Four (24), Township Eighty-Seven (T87N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2022, Page 195.

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

Parcel B located in the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section Twenty-Four (24), Township 87 North (T87N), Range 4 West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Plat Book 6, Page 124.

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

Parcel C located in the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section Twenty-Four (24), Township 87 North (T87N), Range 4 West (R4W) of the

Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 215;

AND

Parcel 2022-21 Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Four (24), Township Eighty-seven (T87N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2022, Page 195.

WHEREAS, Dettbarn and Parsons and Boge desire to create for themselves, their heirs, successors and assigns, an easement approximately thirty (30.0) feet in width running over and across their properties property running north to south to Parsons's property and Boge's property for purposes of ingress and egress to Parsons's Property and Boge's Property.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Boge to Dettbarn, and by Boge to Parsons, 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.**
 - a. Dettbarn hereby grants to Parsons and their heirs, successors, and assigns, a non-exclusive access easement over, upon, and across a private lane across Dettbarn's property for purposes of ingress and egress from Dettbarn's property to Parsons' property.
 - b. Dettbarn hereby grants to Boge and their heirs, successors, and assigns, a non-exclusive access easement over, upon, and across a private lane across Dettbarn's property for purposes of ingress and egress from Dettbarn's property to Boge's property.
 - c. Parsons hereby grants to Dettbarn and their heirs, successors, and assigns, a non-exclusive access easement over, upon, and across a private lane across Parsons's property for purposes of ingress and egress from Parsons' property to Dettbarn's property.
 - d. Parsons hereby grants to Boge and their heirs, successors, and assigns, a non-exclusive access easement over, upon, and across a private lane across Parsons' property for purposes of ingress and egress from Parsons' property to Boge's property.
2. **No Limitations.** Nothing in this Agreement shall prohibit or restrict Dettbarn's use of Dettbarn's property so long as such use does not prevent Parsons' use of the easement and Boge's use of the easement. Nothing in this Agreement shall prohibit or restrict Parsons' use of Parsons' property so long as such use does not prevent Dettbarn's use of the easement and Boge's use of the easement.
3. **Maintenance and Improvements.** Maintenance and costs of the easement shall be provided by Dettbarn, Parsons and Boge and their heirs, successors and assigns with respect to all portions of the easement which is utilized by all parties. With respect to maintenance of the easement for portions of the easement utilized by only Parsons and Boge on a regular basis such costs shall be born by Parsons and Boge. With respect to maintenance of the easement for portions of the easement utilized by Boge only on a regular basis such costs shall be born by Boge only. Boge and Parsons may not improve the easement without the

prior written approval of Dettbarn except for minor spot repairs which may be completed by Boge and Parsons without prior written approval of Dettbarn.

4. Indemnification. All parties agree, 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 harmless each other 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, Dettbarn, Parsons, and Boge 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 Dettbarn and Parsons and Boge, or their heirs, successors, and assigns, 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.



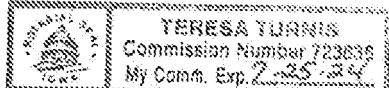
Augustine M. Dettbarn

STATE OF IOWA, COUNTY OF DELAWARE, ss.

On this 12th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Augustine M. Dettbarn known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



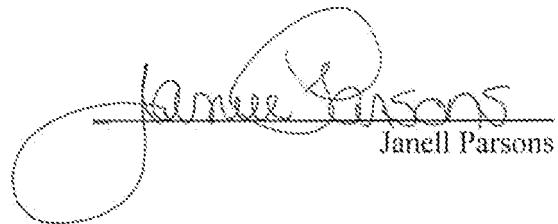
Notary Public in and for the State of Iowa





Timothy Parsons

Timothy Parsons

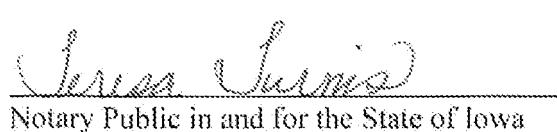
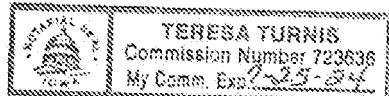


Janell Parsons

Janell Parsons

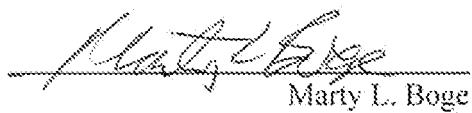
STATE OF IOWA, COUNTY OF DELAWARE, ss.

On this 14th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy Parsons and Janell Parsons known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Teresa Turnis

Notary Public in and for the State of Iowa



Marty L. Boge

Marty L. Boge

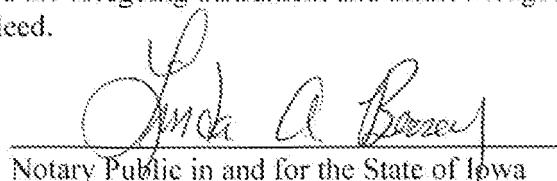
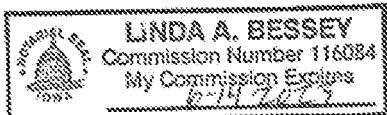


Jodi A. Boge

Jodi A. Boge

STATE OF IOWA, COUNTY OF DELAWARE, ss.

On this 14th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marty L. Boge and Jodi A. Boge known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Linda A. Bessey

Notary Public in and for the State of Iowa