

Recorded: 4/14/2022 at 1:21:11.0 PM
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: 1199

Recorded: 3/31/2022 at 8:59:16.0 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: 1025

Prepared by and

Return to: Paul J. Esker of Bradley & Riley PC, P.O. Box 2804, Cedar Rapids, IA 52406-2804 (319) 363-0101

(Space above this line for recording purposes)

JOINT SHARED ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This JOINT SHARED ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this 25th day of March, 2022, by and between SOUTHERN EARLVILLE ACRES, L.L.C. ("Grantor") and LYLE HELLE and MARSHA HELLE, TRUSTEES OF THE LYLE & MARSHA HELLE REVOCABLE TRUST U/D/O JULY 5, 2019 ("Grantee").

WHEREAS, Grantor is the legal titleholder of the following described real estate:

PARCEL 2022-19, PART OF PARCEL H IN THE NORTHEAST FRACTIONAL QUARTER (NE FRL $\frac{1}{4}$) OF SECTION TWO (2), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2022, PAGE 700, SUBJECT TO EASEMENTS, SPECIFICALLY EASEMENT A, EASEMENT B, AND EASEMENT C AS DESCRIBED AND DEPICTED IN SAID SURVEY. ("Parcel 2022-19");

WHEREAS, Grantee is the legal titleholder of the following described real estate:

PARCEL 2022-18, PART OF PARCEL H IN THE NORTHEAST FRACTIONAL QUARTER (NE FRL $\frac{1}{4}$) OF SECTION TWO (2), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2022, PAGE 700 ("Parcel 2022-18");

WHEREAS, Grantor is splitting off Parcel 2022-18 and conveying it to Grantee. Grantee cannot access its property except through Grantor's property. Grantor and Grantee wish to enter into this Agreement for the mutual benefit of the properties legally described above; and

NOW THEREFORE, the parties hereby agree as follows:

1. Access and Utility Easements. Grantor hereby establishes a perpetual non-exclusive easement for vehicular and pedestrian access over those portions of Parcel 2022-19 which are shown as EASEMENT A, EASEMENT B, and EASEMENT C on attached Exhibit "A," which was filed on March 2, 2022 at Book 2022, Page 700 with the office of the Delaware County Recorder. EASEMENT A, EASEMENT B, and EASEMENT C are collectively referred to herein as the "Easement Area." This ACCESS EASEMENT is established to provide access to and from Parcel 2022-18 for the benefit of the Grantee, owners, guests and invitees of Parcel 2022-18 by utilizing any part of the Easement Area.

Grantor also grants a Utility Easement over those portions of Parcel 2022-19 which are shown as EASEMENT A and EASEMENT C on the attached Exhibit "A". The owners of Parcel 2022-18 shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving Parcel 2022-19 with electricity, gas, and communication service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. The owner of Parcel 2022-18 shall promptly backfill any trench made by them, and repair any damages caused by them within the Easement Area.

Grantor, its successors in interest and assigns, reserves the right to use said Easement Area for purposes which will not interfere with the Grantee's full enjoyment of rights hereby granted; provided that Grantor shall not put any obstructions in the Easement Areas but shall keep it clear for the uses intended herein.

2. Access and Use. The Easement Areas shall be used as common vehicular driveways by the owner of Parcel 2022-18 and any of their guests, invitees and others having lawful access to either of the foregoing properties. Neither of the owners of the properties described herein, their guests, invitees, or others shall block the Easement Areas in any manner which would inhibit or prevent access or use of the Easement Areas. No barricade or other divider may be constructed in the Easement Area, subject to the area being disturbed for the purposes of installing utilities as provided in Paragraph 1.

3. Maintenance and Repair of and Snow Removal from the Easement Areas. The owner of Parcel 2022-19 shall be solely responsible for all cost and expense of the maintenance of and repairs to or replacement of the Easement Areas and of removal of snow and other frozen precipitation from the Easement Areas.

4. Indemnification and Hold Harmless. Each owner of a lot described herein (indemnifying party) shall indemnify and hold harmless the owner of the other lot described herein from any and all third party claims for injuries, damages, expenses and/or liabilities arising from such indemnifying party's acts or omissions in the use of the Easement Areas. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and costs of defense incurred by the indemnified party. Notwithstanding the foregoing, this indemnification and hold harmless shall only apply to third party claims that are not otherwise covered by the indemnifying party's insurance coverage.

5. Mediation. If any dispute arises regarding the operation and effect of this Agreement, the parties agree that they will submit the dispute to mediation; and if that mediation is not successful, they will have the dispute resolved by binding arbitration. If the parties cannot agree upon an arbitrator, then each party shall pick an arbitrator, and the two shall pick a third.

6. Binding Effect. This Agreement shall run with the land and with the title to the land, be perpetual, and shall inure to the benefit of and be binding on the parties hereto and upon their successors in interest to the Parcel 2022-19 and the Parcel 2022-18.

7. Governing Law. This Agreement shall be construed and governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Joint Shared Access Easement and Maintenance Agreement as of the date first written above.

SOUTHERN EARLVILLE ACRES, L.L.C.

LYLE & MARSHA HELLE REVOCABLE
TRUST U/DO JULY 5, 2019

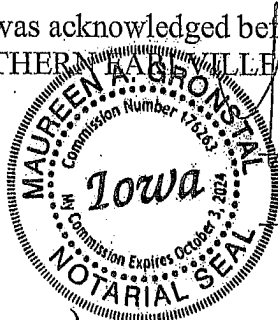
By: Lyle Helle
Lyle Helle, Manager

By: Lyle Helle
Lyle Helle, Trustee

By: Marsha Helle
Marsha Helle, Trustee

STATE OF IOWA)
) ss.
COUNTY OF JONES)

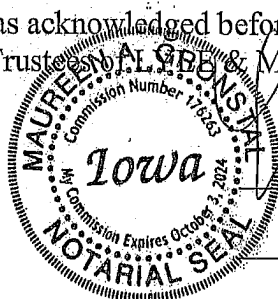
This instrument was acknowledged before me on this 25th day of March, 2022, by Lyle Helle, Manager of SOUTHERN HILLE ACRES, L.L.C.



Maureen A. Gronstal
Maureen A. Gronstal Notary Public

STATE OF IOWA)
) ss.
COUNTY OF JONES)

This instrument was acknowledged before me on this 25th day of March, 2022, by Lyle Helle and Marsha Helle, Trustees of LYLE & MARSHA HELLE REVOCABLE TRUST U/D/O JULY 5, 2019.



Maureen A. Gronstal
Maureen A. Gronstal Notary Public