

Recorded: 2/1/2023 at 9:57:45.0 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: 2023 PG: 241

Prepared By: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. #4, Independence, IA 50644; Tel: (319) 334-3704
Return To: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. #4, Independence, IA 50644

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this 31st day of January, 2023, by and between Matthew Jess Price and Katie Marie Price, husband and wife (hereafter "First Party") and Brian William Price, a married person (hereafter "Second Party").

WHEREAS, First Party is the owner of the following described real estate:

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Eighty-Seven (87) North, Range Six (6) West of the Fifth P.M., Delaware County, Iowa (hereafter "First Party's Property").

WHEREAS, Second Party is the owner of the following described real estate:

The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Eighty-Seven (87) North, Range Six (6) West of the Fifth P.M., Delaware County, Iowa (hereafter "Second Party's Property").

WHEREAS, First Party agrees to grant a non-exclusive easement over and across a portion of First Party's Property for ingress and egress purposes in favor of Second Party, which will be used by Second Party to access Second Party's Property.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Easement Grant.** First Party hereby grants to Second Party a non-exclusive 25-foot-wide easement across the existing farm driveway on the East side of First Party's Property, then along the East property line and then across the North property line of First Party's Property leading to Second Party's Property (hereafter described as "Easement Premises") for ingress and egress from 150th Avenue. See Map on Exhibit "A" for location of Easement Premises.

2. **Use of Easement Premises.** The purpose of the easement shall be solely for ingress and egress in favor of Second Party, its invitees, tenants and guests.

3. **Maintenance of Easement Premises.** Both parties shall be equally responsible for maintaining the Easement Premises. Notwithstanding the above provisions, any party causing damage to the Easement Premises through negligence on the part of that party themselves or others using the Easement Premises on their behalf or with their consent shall be wholly responsible for any such damage resulting from any such negligence.

4. **Indemnification for Easement Premises.** Second Party agree to protect, indemnify, save, and hold harmless First Party against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of Second Party's uses of Easement Premise. This provision also applies to Second Party's invitees and guests.

5. **Binding Effect.** This Easement shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.

6. **Governing Law.** This Easement shall be constructed, construed and enforced in accordance with the laws of the State of Iowa.

7. **Entire Agreement and Counterparts.** This Easement sets forth the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Easement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

FIRST PARTY

SECOND PARTY

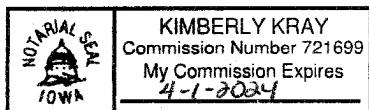
Matthew J. Price
Matthew Jess Price

Brian William Price
Brian William Price

Katie Marie Price
Katie Marie Price

STATE OF IOWA, BUCHANAN COUNTY ss:

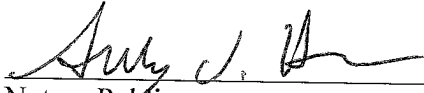
On this 31 day of January, 2023 before me a Notary Public, State of Iowa, personally appeared Matthew Jess Price and Katie Marie Price, husband and wife.



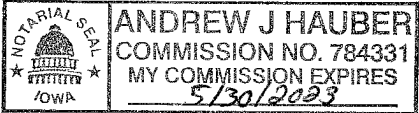
Kimberly Kray
Notary Public

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 31 day of January, 2023 before me a Notary Public, State of Iowa, personally appeared Brian William Price, a married person.



Notary Public



“Exhibit A”
Easement Map

