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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared by Nicolas AbouAssaly, Simmons Perrine Moyer Bergman PLC  
and return to: 115 Third St. SE, Suite 1200, Cedar Rapids 319-366-7641

### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made as of the <sup>10<sup>th</sup></sup> day of March, 2023, by Mitchell Lee Bockenstedt and McKenzie Elizabeth Bockenstedt, husband and wife (collectively, "Bockenstedts").

#### RECITALS

A. Bockenstedts are the legal titleholders of the real estate legally described as:

**Parcel 2020-91, part of the SW $\frac{1}{4}$  of Section 9, T89N, R5W, Delaware County, Iowa according to the plat recorded in Book 2020, Page 3381,**

(Parcel "A"),

and the real estate legally described as:

**Lot One (1) of Vera's First Addition A subdivision of the West Three-Fourths (W $\frac{3}{4}$ ) of the West One-Half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), the East One-Fourth (E $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$  - NE $\frac{1}{4}$  - SW $\frac{1}{4}$ ), the South One-Half (S $\frac{1}{2}$ ) of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  - NW $\frac{1}{4}$ ), and the South one-half (S $\frac{1}{2}$ ) of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  - NE $\frac{1}{4}$ ) of Section 9; and part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  - NE $\frac{1}{4}$ ) and part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  - NW $\frac{1}{4}$ ) of Section 16, all in Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 2023, Page 386,**

(Parcel "B").

B. Parcel "A" and Parcel "B" are adjacent to each other and access to Parcel "B" from the nearest public road requires ingress and egress over and across Parcel "A".

C. Contemporaneously with the execution of this Agreement, Bockenstedts are granting a mortgage encumbering Parcel "B" and desire to confirm and establish an easement for.

ingress and egress over a portion of Parcel "A" providing access to Parcel "B", as more fully set forth herein.

FOR VALUABLE CONSIDERATION, Bockenstedts, for themselves and all successors in interest to Parcel "A", and for the benefit of themselves and all successors in interest to Parcel "B", agree as follows:

1. Easement for Ingress and Egress. A perpetual, non-exclusive easement (the "Easement") is hereby established for the benefit of Parcel "B" and the owners thereof, for vehicular and pedestrian ingress and egress to and from Parcel "B" over, upon and across a twenty (20) foot wide strip along the east boundary of Parcel A, from 180<sup>th</sup> Street north for a distance of 1,000 feet.

2. Shared Use. The owners of Parcel "A" and the owners of Parcel "B" shall each have the right to use the Easement for the purposes set forth herein, and for any other purpose not inconsistent with the rights of the other party to use said Easement. Neither party shall make use of the Easement which will materially interfere with the use of said Easement by the other, or any other parties with access rights over the Easement.

3. Barriers. Except as may be reasonably necessary on a temporary basis, no walls, fences, gates, barriers or other improvements of any sort or kind shall be constructed or maintained in or on the Easement or any portion thereof, which shall prevent or impair the use or exercise of the rights granted herein, or the free access and movement, including, without limitation, pedestrian and vehicular traffic, over the Easement to Parcel "A" or Parcel "B".

4. Improvement and Maintenance. The Easement shall be unimproved. If the owner of Parcel B desires to improve the easement, it shall require written approval from the owner of Parcel A. The parties covenant and agree to share equally in the cost of any maintenance, upkeep or repair to the Easement.

5. Covenants Running with the Land. The right to use and exercise the rights and Easements herein contained to be conveyed and reserved shall run with the land and inure to and be for the benefit of the parties hereto, their successors and assigns, and tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers, and business invitees of such parties; and shall bind every person or entity having any fee, leasehold or other interest in any portion of Parcel "A" and Parcel "B" at any time or from time to time to the extent that such portion of those Parcels is affected or bound by the Easement, or any other term or covenant of this Agreement.

6. Successors and Assigns. The acceptance of any transfer or conveyance of title to all or any part of either Parcel "A" or Parcel "B" shall be deemed to (i) require the prospective grantee to agree not to use, occupy or allow any lessee or other occupant or owner of either Parcel to use the Driveway in any manner which would constitute a violation or breach of the Easement or any covenants contained herein, and (ii) release the conveying party from any future obligation under this Agreement, but not from past obligations.

7. Appurtenant Easement and Rights. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of Parcel "A" and Parcel "B" and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenances to such portions.

8. Miscellaneous.

(a) Amendment and Modification or Termination. This Agreement may be amended by, and only by, a written agreement signed by all of the parties that are then subject hereto and shall be effective only when recorded in Delaware County, Iowa. Notwithstanding the foregoing, this Agreement shall not be terminated without the prior written consent of all of the parties then subject hereto.

(b) Governing Law. This Agreement shall be construed in accordance with the State of Iowa.

(c) Headings. The article and section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

9. Constructive Notice. The parties shall take all reasonable steps necessary to insure that their respective successors, assignees, transferees, and occupants have knowledge of all the terms and conditions of this Agreement.

10. Construction of Terms. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

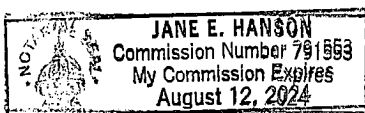
11. Validity of Easement. The Easement herein is being established by the undersigned in contemplation of potential ownership of Parcel "A" and Parcel "B" by different parties and in anticipation of the need to ensure legal access to and from Parcel "B". It is agreed by the undersigned, for themselves and all successors in interest in Parcel "A" and Parcel "B" that, notwithstanding the Doctrine of Merger or any other legal doctrine, the Easement created herein is and shall continue to be in full force and effect upon the separate ownership of Parcel "A" and Parcel "B" by different parties.

Mitchell Lee Bockenstedt  
Mitchell Lee Bockenstedt

McKenzie Elizabeth Bockenstedt  
McKenzie Elizabeth Bockenstedt

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF DELAWARE        )

This record was acknowledged before me this 10<sup>th</sup> day of March, 2023, by Mitchell Lee Bockenstedt and McKenzie Elizabeth Bockenstedt.



Jane E. Hanson  
Notary Public  
My Commission Expires on: Aug 12, 2024