

Recorded: 8/24/2023 at 9:37:39.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2032

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 23 day of August, 2023, by and between Brian M. Lindsay, a single person (hereafter "Party 1"), Joseph Ross Sickora and Kate Louise Sickora, husband and wife (hereafter "Party 2") and Jeffrey Funke and Ann Funke, husband and wife (hereafter "Party 3").

WHEREAS, Party 1 is the owner of the of the real estate locally known as:

Parcel 2023-62, Part Of The SW ¼ - NW ¼ And Part Of The SW ¼ - SW ¼; Section 30, T89N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 1745 (hereafter "Party 1's Property").

WHEREAS, Party 2 is the owner of the following described real estate:

Parcel 2023-61, Part Of The SW ¼ - NW ¼ And Part Of The NW ¼ - SW ¼; Section 30, T89N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 1745 (hereafter "Party 2's Property").

WHEREAS, Party 3 is the owner of the following described real estate:

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-Five (25), Township Eighty-Nine (89), Range Six (6), West of the 5th P.M., Delaware County, Iowa (hereafter "Party 3's Property").

WHEREAS, Party 1 agrees to grant an easement over and across Party 1's Property for ingress and egress purposes in favor of Party 2 and Party 3, which will be used by Party 2 and Party 3 to access Party 2 and Party 3's respective Properties.

WHEREAS, Party 2 agrees to grant an easement over and across Party 2's Property for ingress and egress purposes in favor of Party 3, which will be used by Party 3 to access Party 3's Property.

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

1. **Party 1's Easement Grant.** Subject to the terms of this Agreement, Party 1 hereby grants to Party 2 and Party 3 a permanent, non-exclusive 33-foot-wide easement for agricultural purposes (the "Easement #1") along the existing driveway and then over and across the West Property line of Party 1's Property leading to Party 2 and Party 3's Property (hereafter described as "Easement Premises #1") for ingress and egress from 210th Street. See Map on Exhibit "A" for location of Easement Premises #1.

2. **Use of Easement Premises #1.** The purpose of the Easement shall be solely for ingress and egress in favor of Party 2 and Party 3, their guests, invitees and all others authorized by Party 2 and Party 3. Neither Party 1, Party 2 or Party 3 shall make use of the Easement Premises #1 in a manner which will materially interfere with the use of said Easement Premises #1 by the others, or any other parties with access rights over the Easement Premises #1.

3. **Maintenance of Easement Premises #1.** Party 1 shall be responsible for the cost of maintaining the Easement Premises in its present condition when reasonably necessary, including mowing, snow removal, and road repairs. If Party 2 or Party 3 cause any damage to the Easement Premises #1, that party shall restore the Easement Premises #1 to its original condition.

4. **Indemnification for Easement Premises #1.** Party 2 and Party 3 agree to protect, indemnify, save, and hold harmless Party 1 against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of Party 2 or Party 3's use of the Easement Premises #1. This provision also applies to Party 2 and Party 3's invitees.

5. **Party 2's Easement Grant.** Subject to the terms of this Agreement, Party 2 hereby grants to Party 3 a permanent, non-exclusive 33-foot-wide easement for agricultural purposes (the "Easement #2") over and across the West Property line of Party 2's Property leading to Party 3's Property (hereafter described as "Easement Premises #2") for ingress and egress across Party 2's Property to Party 3's Property. See Map on Exhibit "A" for location of Easement Premises #2.

6. **Use of Easement Premises #2.** The purpose of the Easement shall be solely for ingress and egress in favor of Party 3, its guests, invitees and all others authorized by Party 3. Neither Party 2 or Party 3 shall make use of the Easement Premises #2 in a manner which will materially interfere with the use of said Easement Premises #2 by the other, or any other parties with access rights over the Easement Premises #2.

7. **Maintenance of Easement Premises #2.** Party 2 shall be responsible for the cost of maintaining the Easement Premises #2 in its present condition when reasonably necessary, including mowing, snow removal, and road repairs. If Party 3 causes any damages to the Easement Premises #2, Party 3 shall restore the Easement Premises #2 to its original condition.

8. **Indemnification for Easement Premises #2.** Party 3 agrees to protect, indemnify, save, and hold harmless Party 2 against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of Party 3's use of the Easement Premises #2. This provision also applies to Party 3's invitees.

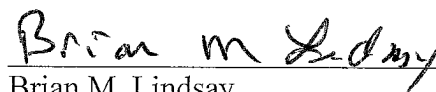
9. **Barriers for Easement Premises #1 and Easement Premises #2.** Except as may be reasonably necessary on a temporary basis, no walls, fences, gates, barriers or other improvements of any sort or kind shall be constructed or maintained in or on Easement Premises #1 or Easement Premises #2 or any portion thereof, which shall prevent or impair the use or exercise of the Easements provided in this Agreement, or the free access and movement, including, without limitation, pedestrian and vehicular traffic, over the Easement Premises #1 and Easement Premises #2.

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

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


12. **Entire Agreement and Counterparts.** This Easement Agreement 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.

PARTY 1



Brian M. Lindsay

PARTY 2



Joseph Ross Sickora

PARTY 3



Jeff Funke



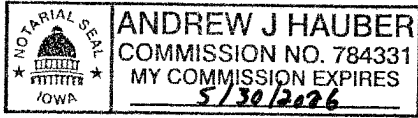
Kate Louise Sickora



Ann Funke

STATE OF IOWA, Buchanan COUNTY ss:

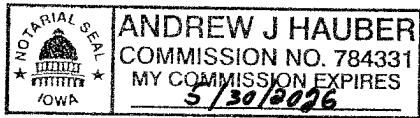
On this 21 day of August, 2023 before me a Notary Public, State of Iowa, personally appeared Brian M. Lindsay, a single person.



Andrew J. Hauber
Notary Public

STATE OF IOWA, Buchanan COUNTY ss:

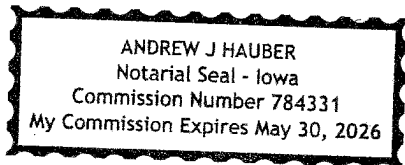
On this 21 day of August, 2023 before me a Notary Public, State of Iowa, personally appeared Joseph Ross Sickora and Kate Louise Sickora, husband and wife.



Andrew J. Hauber
Notary Public

STATE OF IOWA, Buchanan COUNTY ss:

On this 23 day of August, 2023 before me a Notary Public, State of Iowa, personally appeared Jeff Funke and Ann Funke, husband and wife.



Andrew J. Hauber
Notary Public

Exhibit "A"

