

Recorded: 12/13/2023 at 2:47:41.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3113

Prepared by & Return to: George Davis, Locher & Davis, PLC 225 1st Ave E, Dyersville, Iowa 52040 Phone: 563-875-9112

ACCESS EASEMENT AGREEMENT

WHEREAS, Barbara J. Gaul, a single person, owns Parcel 1 and Parcel 2 legally described as:

Parcel 1: The Northeast Quarter (NE $\frac{1}{4}$), Section Thirteen (13), Township Ninety (90) North, Range Three (3) West of the Fifth P.M., in Delaware County, Iowa, except Parcel 2023-18 in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 526.

Parcel 2: Parcel 2023-18 in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 526.

WHEREAS, the owners of Parcel 1 and Parcel 2 are desirous of entering into a mutual easement for ingress and egress over the Ingress/Egress Easement and Crop & Ingress/Egress Easement as shown in the Plat of Survey, filed for record March 9, 2023 in Book 2023, Page 526, in the Delaware County Recorder's Records, attached hereto as Exhibit A, for the benefit of Parcel 1 and Parcel 2.

NOW AND THEREFORE, for the consideration of mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Barbara J. Gaul, owner of Parcel 1 and Parcel 2 agrees as follows:

1. Easement. Barbara J. Gaul hereby grants to the owner of Parcel 2 a permanent mutual access easement for ingress and egress (the "First Easement") for vehicular and pedestrian traffic over and across the Ingress/Egress Easement described in the Plat of Survey, filed for record March 9, 2023 in Book 2023, Page 526, in the Delaware County

Recorder's Records (the "First Easement Area"). As noted in above referenced Plat of Survey, the First Easement "intent is to follow the center line of existing traveled way."

Barbara J. Gaul hereby grants to the owner of Parcel 1 a permanent mutual access agreement for crop & ingress and egress (the "Second Easement") for vehicular, agricultural, and pedestrian traffic over and across the Crop & Ingress/Egress Easement described in the Plat of Survey, filed for record March 9, 2023 in Book 2023, Page 526, in the Delaware County Recorder's Records (the "Second Easement Area"). As noted in above referenced Plat of Survey, the intent of the Second Easement "is to plant and maintain crops along the edge of the existing field/tillage line and allow machinery to travel and access machine storage to the existing shed doorway along the North and East side of Parcel 2023-18."

2. Shared Use. The owners of Parcel 2 shall have the right to use the First Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owner of Parcel 1. Neither party shall make use of the First Easement which will materially interfere with the use of said First Easement by the other, and any other parties with access rights over the First Easement.

The owners of Parcel 1 shall have the right to use the Second Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owner of Parcel 2. Neither party shall make use of the Second Easement which will materially interfere with the use of said Second Easement by the other, and any other parties with access rights over the Second 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 either the First Easement Area or Second Easement Area, or any part thereof, which shall prevent or impair the use or exercise of the First Easement or Second Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the First Easement Area over Parcel 1 and the Second Easement Area over Parcel 2.
4. Maintenance. The owners of Parcel 1 and Parcel 2 covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the First Easement Area shall be borne 50% by the owner of Parcel 1 and 50% by the owner of Parcel 2. The cost of maintenance and repairs to the First Easement Area resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

The owners of Parcel 1 and Parcel 2 covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the Second Easement Area shall be borne 100% by the owner of Parcel 1. The cost of maintenance and repairs to the Second Easement Area resulting

from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

- 5. Relocation. The owner of Parcel 1, at the owner of Parcel 1's sole expense, shall have the right to relocate the First Easement Area. In the event of relocation, notice shall be given to the owners of Parcel 2 of the request to relocate and the proposed relocation of the First Easement Area.

The owner of Parcel 2, at the owner of Parcel 2's sole expense, shall have the right to relocate the Second Easement Area. In the event of relocation, notice shall be given to the owners of Parcel 1 of the request to relocate and the proposed relocation of the Second Easement Area.

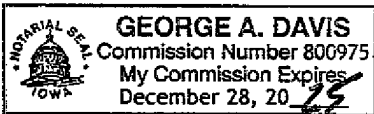
- 6. Covenants Running with the Land. This First Easement and the Second Easement shall be a permanent easement running with the land. This Agreement shall be binding and inure to the benefit and obligation of the successors, heirs, and assigns of the owners of Parcel 1 and Parcel 2.

Agreed to this 13th day of October, 2023

Barbara J. Gaul
Barbara J. Gaul

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 13th day of October, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara J. Gaul, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



George A. Davis
Notary Public in and for the State of Iowa

COUNTY: Delaware
 SECTION 13, T 90 N, R 3 W
 ALIQUOT PART: SE 1/4-NE 1/4, NE 1/4-SE 1/4
 CITY:
 SURVEY: Parcel 2023-18
 BLOCK: LOTS:
 PROPRIETOR: Barbara J. Gaut
 REQUESTED BY: Jason Gaut
 SURVEYOR: Randy Rattenborg
 COMPANY: BURRINGTON, GROUP, INC.
 105 W. MAIN STREET, MANCHESTER, IA 52057
 INFO@BURRINGTONGROUP.COM 563-927-2434

FILED
 Delaware Co. Assessor
 MAR 09 2023

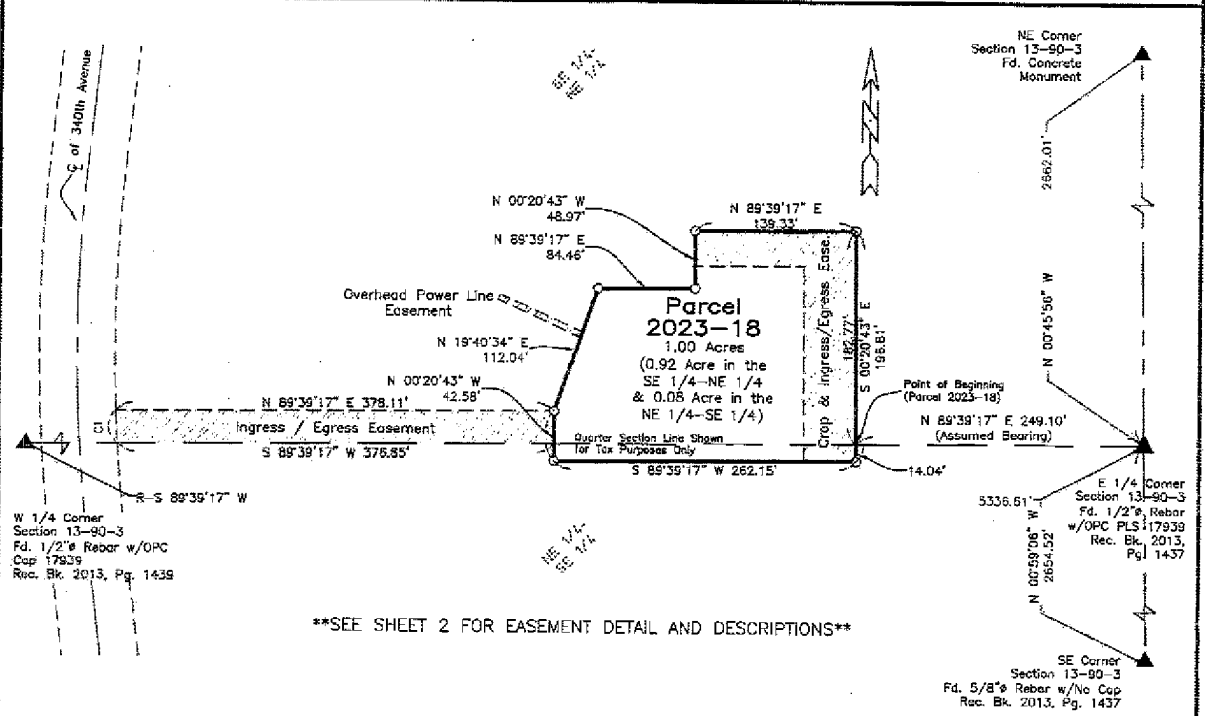
Book 2023 Page 526
 Document 2023 526 Type 06 002 Pages 2
 Date 3/09/2023 Time 9:16:36AM
 Rec Amt \$12.00

FILED
 Delaware Co. Auditor
 MAR 08 2023

Daneen Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

PLAT OF SURVEY

Parcel 2023-18, in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa



SEE SHEET 2 FOR EASEMENT DETAIL AND DESCRIPTIONS

Parcel 2023-18, in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter of Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa more particularly described as follows:

- Commencing at the East Quarter Corner of said Section;
- Thence South 89°39'17" West (Assumed Bearing), 249.10 feet to the Point of Beginning;
- Thence South 00°20'43" East, 14.04 feet;
- Thence South 89°39'17" West, 262.15 feet;
- Thence North 00°20'43" West, 42.58 feet;
- Thence North 19°40'34" East, 112.04 feet;
- Thence North 89°39'17" East, 84.46 feet;
- Thence North 00°20'43" West, 48.97 feet;
- Thence North 89°39'17" East, 139.33 feet;
- Thence South 00°20'43" East, 182.77 feet to the Point of Beginning.

Containing: 1.00 Acres,
 Subject to Easements of Record.

SURVEYED ON: February 8, 2023
 SURVEY REQUESTED BY: Jason Gaut

D:\CMI50_Survey\GPS Box 1\dwg\GPS Box 1.dwg



PROPRIETORS: Barbara J. Gaut

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 3/8/2023

RANDALL L. RATTENBORG P.L.S. LIC. #17939
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

BURRINGTON GROUP, INC.
 Civil Engineering | Land Surveying
 105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 23-005
 SCALE: 1" = 100'
 DATE: February 10, 2023
 DRAWN BY: dm
 CHECKED BY: ddk/rr
 GPS BOX: Box 1
 SHEET 1 OF 2

LEGEND

- ▲ SECTION CORNER
- R RECORDED
- SET 1/2" REBAR w/ ORANGE CAP PLS 17939
- SECTION LINE
- QUARTER LINE
- CENTER LINE
- EASEMENT OR ROW LINE
- EASEMENT AREA
- PARCEL BOUNDARY
- ORANGE PLASTIC CAP

100 0 100
 SCALE: 1" = 100'

28.53 foot Wide Ingress/Egress Easement; in the Southeast Quarter of the Northeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa more particularly described as follows:

Commencing at the Southwest Corner of Parcel 2023-18;

Thence North 00°20'43" West, 14.04 feet along the West Line of said Parcel to the Point of Beginning;

Thence South 89°39'17" West, 376.85 feet to the East Right-of-Way Line of 340th Avenue;

Thence along 1399.39 foot, Radius curve concave Northeasterly 28.56 feet, (said curve having a Long Chord of North 02°52'14" West, 28.56 feet) along said Right-of-Way Line;

Thence North 89°39'17" East, 378.11 feet to the West Line of said Parcel;

Thence South 00°20'43" East, 28.53 feet along said Line to the Point of Beginning

Containing 0.25 Acre and subject to other Easements of Record.

Note: The Ingress/Egress Easement intent is to follow the center line of existing traveled way.

AND

5.00 foot Wide Overhead Power Line Easement; in the Southeast Quarter of the Northeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa more particularly described as follows:

Commencing at the Northwestly most Corner of Parcel 2023-18;

Thence South 19°40'34" West, 39.60 feet along the West Line of said Parcel to the Point of Beginning;

Thence continuing South 19°40'34" West, 5.00 feet along said Line

Thence North 66°26'28" West, 78.52 feet;

Thence North 23°33'32" East, 5.00 feet;

Thence South 68°25'58" East, 78.18 feet to the Point of Beginning;

Containing 392 SqFt. and subject to other Easements of Record.

Note: The Intent of 5.00 Foot wide Overhead Power Line Easement is to be 2.50 feet either side of existing overhead power Line from existing overhead power utility pole to the the west line of said Parcel 2023-18.

AND

Crop and Ingress/Egress Easement; in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter of Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of Parcel 2023-18;

Thence South 89°39'17" West, 45.00 feet along the South Line of said Parcel;

Thence North 00°20'43" West, 168.81 feet;

Thence South 89°39'17" West, 94.33 feet to the Westerly Line of said Parcel;

Thence North 00°20'43" West, 30.00 feet along said Line to the North Line of said Parcel;

Thence North 89°39'17" East, 139.33 feet along said Line to the East Line of said Parcel;

Thence South 00°20'43" East, 196.81 feet along said Line and to the Point of Beginning.

Containing 0.27 Acres and subject to Easements of Record.

Note: The Intent of Crop and Ingress/Egress Easement is to plant and maintain crops along the edge of the existing field/tillage line and allow machinery to travel and access machinery storage to the existing shed doorway along the North and East side of Parcel 2023-18.

