



Book 2023 Page 3217 ^{03 ds}
 Document 2023 3217 Type 06 006 Pages 4
 Date 12/27/2023 Time 8:39:48AM
 Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

Prepared By and Return To: Jennifer A. Clemens-Conlon - #000013606, 2080 Southpark Court,
 Dubuque, IA 52003 (563) 582-2926

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement is made and entered into this 20th day of December, 2023, by Richard J. Domeyer and Karen A. Domeyer (hereinafter collectively referred to as "Grantor"), and Andrew J. Smith and Krystal A. Smith (hereinafter collectively referred to as "Grantee").

Recitals:

WHEREAS, Grantor owns real estate legally described as:

PARCEL 2023-52, Part of the NW 1/4 of the NW 1/4 of Section 34, T90N, R3W of the Fifth Principal Meridian, Delaware County, Iowa, (hereinafter referred to as "Grantor Parcel"); and

WHEREAS, Grantee is purchasing real estate legally described as:

PARCEL 2023-53, Part of the NW 1/4 of the NW 1/4 of Section 34, T90N, R3W of the Fifth Principal Meridian, Delaware County, Iowa, (hereinafter referred to as "Parcel 2023-53"); and

and

PARCEL 2023-54, Part of the NW 1/4 of the NW 1/4 of Section 34, T90N, R3W of the Fifth Principal Meridian, Delaware County, Iowa, (hereinafter referred to as "Parcel 2023-54")

WHEREAS, there is located on Grantor Parcel an Access Easement serving both Parcel 2023-53 and Parcel 2023-54 as depicted on the Plat of Survey filed July 12, 2023 in Book 2023-1593 of the records of Delaware County, Iowa; and

WHEREAS, it is necessary and desirable that an easement agreement be in writing and that the rights and obligations of the lot owners be established and with the intent that all future heirs, successors and assigns, by accepting deed or title to the property described herein, are accepting the terms, restrictions, rights and obligations of this easement.

IT IS HEREBY AGREED AS FOLLOWS:

1. The owners of Parcel 2023-53 and Parcel 2023-54 have a non-exclusive perpetual easement over Parcel 2023-52 in the location of the access easement as depicted on the Plat filed in Book 2023, page 1593 of the records of Delaware County, Iowa for purposes of ingress and egress to the respective parcels. Further, the owners of Parcel 2023-53 and Parcel 2023-54 have a non-exclusive perpetual easement over that area depicted on the attached Exhibit A and which extends a distance of fifty (50) feet west of a portion of the western border of Parcel 2023-54.
2. The right for ingress and egress granted to each of Parcel 2023-53 and Parcel 2023-54 shall include the right of the lot owner and his or her tenants, guests and invitees, with or without automobile or other vehicles or on foot, for the purposes of ingress and egress to the lot owner's property, to go across the access easement as depicted on the plat of survey filed in Book 2023, page 1593 of the records of Delaware County, Iowa and as depicted on the attached Exhibit A. Said easement is for both residential and agricultural purposes.
3. The easement at all times shall remain unblocked so as to be freely used for ingress and egress.
4. The Grantor and the Grantee are each permitted to maintain, repair or replace the drive located on the access easement. Such maintenance, repair and replacement shall be done at the sole discretion of the parties. Any costs associated with a party's maintenance, repair or replacement of the drive shall be paid by the party incurring the cost unless an agreement to the contrary is reached between the parties.
5. In the event of damage to the access easement or to the Grantor's property which damage is caused by the owners of Parcel 2023-53 or owners of Parcel 2023-54 or their tenants, guests or invitees, and which damage was not caused by ordinary wear and tear, the maintenance, repair or replacement to the access easement shall then be 100% the obligation of parcel owner damaging the property.
6. Any maintenance, repair or replacement to be done by Grantee shall be done only with the written approval and consent of the Grantor. All such maintenance, repair and replacement shall be accomplished with the least amount of damage possible to surface

improvements, lawn and shrubbery of Grantor's parcel. Upon completion of the maintenance, repair or replacement, the surface shall be restored as nearly as possible to the condition which it was in prior to the commencement of such work.

- 7. This easement may be amended from time to time by agreement of all of the then respective owners of the lots identified herein. Any amendment to be effective must be in writing and filed for record with the Delaware County Recorder.
- 8. The owners of Parcel 2023-53 and Parcel 2023-54 agree to hold the Grantor harmless from any and all claims, causes and actions arising out of said owners' or their tenants', guests' or invitees' use of said access easement.
- 9. This easement shall be a covenant running with the land and shall bind all heirs, executors, administrators, agents, successors in interest or assigns of the owners of the property subject to this easement.

Richard J. Domeyer
Richard J. Domeyer

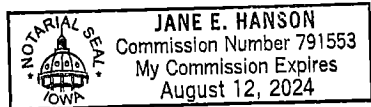
Andrew J. Smith
Andrew J. Smith

Karen A. Domeyer
Karen A. Domeyer

Krystal A. Smith
Krystal A. Smith

STATE OF IOWA)
)
Delaware COUNTY) ss:

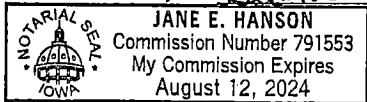
This record was acknowledged before me by Richard J. Domeyer and Karen A. Domeyer, husband and wife, on December 26, 2023.



Jane E. Hanson
Signature of Notary Public

STATE OF IOWA)
)
Delaware COUNTY) ss:

This record was acknowledged before me by Andrew J. Smith and Krystal A. Smith, husband and wife, on December 26, 2023.



Jane E. Hanson
Signature of Notary Public

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