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County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 291

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 2 day of February, 2024, by and between Dereck Joseph Putz and Cassie Jo Putz, husband and wife (hereafter "First Party") and Dennis Joseph Putz and Marge Geralyn Putz, husband and wife (hereafter "Second Party").

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

Parcel 2024-02, Part Of The NW 1/4- SW 1/4 Section 24, T90N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 68 and the West seven (7) acres of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), except that part lying East and North of the County Road in Section Twenty Four (24), Township Ninety (90) North, Range Five (5), West of the Fifth P.M. (hereafter "First Party's Property").

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

Parcel 2024-01, Part Of The NW 1/4- SW 1/4 Section 24, T90N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 68 (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 easement for ingress and egress over and across the existing driveway off of 210th Ave. to access Second Party's Property as shown on Exhibit "A" attached hereto.

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

3. **Maintenance of Easement Premises.** Both parties shall split the cost of the maintenance of 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 agrees 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 use of Easement Premises. This provision also applies to Second Party's invitees.

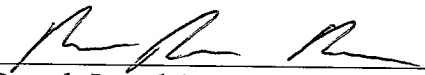
5. **Binding Effect.** This Easement shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.

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

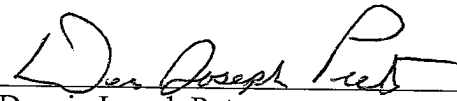
7. **Entire Agreement and Counterparts.** This Easement sets forth the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Easement may be executed 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

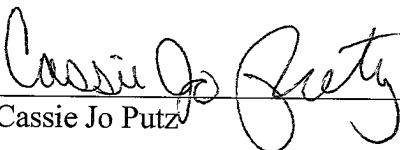
SECOND PARTY



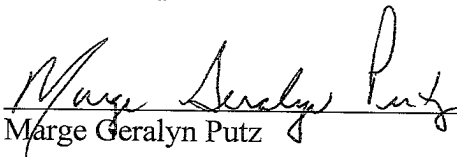
Derek Joseph Putz



Dennis Joseph Putz



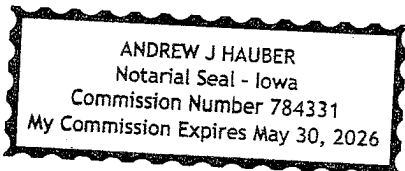
Cassie Jo Putz




Marge Geralyn Putz

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 2 day of February, 2024 before me a Notary Public, State of Iowa, personally appeared Derek Joseph Putz and Cassie Jo Putz, husband and wife.

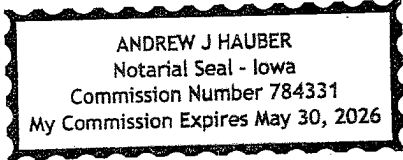


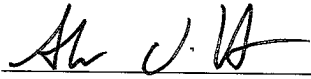


Notary Public

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 2 day of February, 2024 before me a Notary Public, State of Iowa, personally appeared Dennis Joseph Putz and Marge Geralyn Putz, husband and wife.





Notary Public

“Exhibit A”
Easement Map

