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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

ACCESS EASEMENT AGREEMENT

This Agreement is made and entered into this ^{3rd} day of April, 2024, by and between Mark L. Welter and Diane M. Welter, husband and wife, hereinafter "First Party", and Thomas N. Welter and Andrea M. Welter, husband and wife, hereinafter "Second Party".

WHEREAS, First Party owns Tract 1 and Tract 2 legally described as:

Tract 1: Parcel 2023-85 part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Eighty-Seven North (T87N), Range Three West of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 2023, Page 2382

Tract 2: Parcel 2023-86 part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Eighty-Seven North (T87N), Range Three West of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 2023, Page 2382

WHEREAS, Second Party owns Tract 3 and Tract 4 legally described as:

Tract 3: Parcel 2023-87 part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Seven (27), Township Eighty-Seven North (T87N), Range Three West of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 2023, Page 2381

Tract 4: Parcel D Part Of The NW ¼-SE ¼ Sec. 27, T87N, R3W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2006, Page 2583

WHEREAS, the owners of Tract 1, Tract 2, Tract 3, and Tract 4 are desirous of entering into a mutual easement for ingress and egress over the existing driveway, hereinafter the "Access Easement" as shown on the attached Exhibit A for the benefit of Tract 1, Tract 2, Tract 3, and Tract 4.

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, Mark L. Welter and Diane M. Welter, owners of Tract 1 and Tract 2, and Thomas N. Welter and Andrea M. Welter, owners of Tract 3 and Tract 4, agree as follows:

1. Easement. First Party hereby grants to the owners of Tract 3 and Tract 4 a permanent mutual access easement for ingress and egress for vehicular and pedestrian traffic over and across the Access Easement as shown on the attached Exhibit A, hereinafter the "Access Easement".

Second Party hereby grants to the owners of Tract 1 and Tract 2 a permanent mutual access easement for ingress and egress for vehicular and pedestrian traffic over and across the Access Easement as shown on the attached Exhibit A, hereinafter the "Access Easement".

2. Maintenance. The owners of Tract 1, Tract 2, Tract 3, and Tract 4 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 Access Easement shall be borne 50% by the owners of Tract 1 and Tract 2 and 50% by the owners of Tract 3 and Tract 4.

The cost of maintenance and repairs to the Access Easement 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.

3. Shared Use. The owners of Tract 1 and Tract 2 shall have the right to use the Access Easement for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owners of Tract 3 and Tract 4. Conversely, the owners of Tract 3 and Tract 4 shall have the right to use the Access Easement for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owners of Tract 1 and Tract 2. Neither party shall make use of their respective Access Easement which will materially interfere with the use of said Access Easement by the other, and any other parties with access rights over the Access Easement.
4. 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 Access Easement, or any part thereof, which shall prevent or impair the use or exercise of the Access Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the Easement over Tract 1, Tract 2, Tract 3, and Tract 4.
5. Relocation. The First Party and the Second Party shall mutually agree on any relocation of the Access Easement, including the location of the Access Easement and the cost thereof.
6. Covenants Running with the Land. This Access 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 Tract 1 and Tract 2 and the owners of Tract 3 and Tract 4.

Dated this 2nd day of April, 2024.

FIRST PARTY

SECOND PARTY

Mark L. Welter

Mark L. Welter

Diane M. Welter

Diane M. Welter

Thomas N. Welter

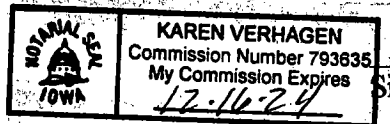
Thomas N. Welter

Andrea M. Welter

Andrea M. Welter

STATE OF IOWA, COUNTY Delaware

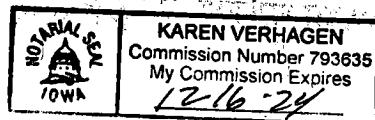
This record was acknowledged before me on April 2, 2024 by Mark L. Welter and Diane M. Welter, husband and wife.



[Signature]
Signature of Notary Public

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me on April 3rd, 2024 by Thomas N. Welter and Andrea M. Welter, husband and wife.



[Signature]
Signature of Notary Public

EXHIBIT A

