

Recorded: 4/15/2024 at 1:50:49.0 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: 2024 PG: 821

**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 15 day of April, 2024, by and between Daniel E. Miller and Susie C. Miller, husband and wife (hereafter "First Party"), Vernon P. Miller and Martha N. Miller, husband and wife (hereafter "Second Party") and Jerry W. Beachy and Rebecca D. Beachy, husband and wife ("Third Party").

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

**Parcel 2024-07, Part of the NE ¼ - NW ¼, Sec. 21 & Part Of The SE ¼ - SW ¼, Sec. 16; All In T87N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 422 (hereafter "First Party's Property").**

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

**Parcel 2024-08, Part of the NW ¼ - NW ¼, Part Of The NE ¼ - NW ¼, Sec. 21 & Part Of The SW ¼ - SW ¼, & Part Of The SE ¼ - SW ¼, Sec. 16; All In T87N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 422 (hereafter "Second Party's Property").**

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

**Parcel 2024-09, Part of the NW ¼ - NW ¼, Sec. 21 & Part Of The SW ¼ - SW ¼, Sec. 16; All In T87N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 422 (hereafter "Third Party's Property").**

WHEREAS, First Party agrees to grant a 30-foot wide non-exclusive easement over and across a portion of First Party's property for ingress and egress purposes in favor of Second Party and Third Party, which will be used by Second Party and Third Party to access Second Party's and Third Party's Property ("Easement Grant 1").

WHEREAS, Second Party agrees to grant a 30-foot wide non-exclusive easement over and across a portion of Second Party's property for ingress and egress purposes in favor of Third Party, which will be used by Third Party to access Third Party's Property ("Easement Grant 2").

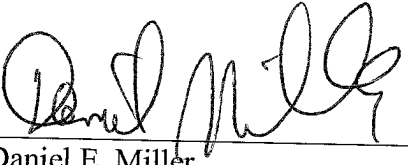
NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Easement Grant 1.** First Party hereby grants to Second Party and Third Party a 30-foot wide non-exclusive easement for ingress and egress over and across a portion of First Party's property to access Second Party's and Third Party's property ("Easement Premise 1"). See map attached hereto on **Exhibit "A."**
2. **Easement Grant 2.** Second Party hereby grants to Third Party a 30-foot wide non-exclusive easement for ingress and egress over and across a portion of Second Party's property to access Third Party's property ("Easement Premise 2"). See map attached hereto on **Exhibit "A."**
3. **Use of Easement Premise 1.** The purpose of Easement Premise 1 shall be solely for ingress and egress in favor of Second Party and Third Party, their invitees and tenants.
4. **Use of Easement Premise 2.** The purpose of Easement Premise 2 shall be solely for ingress and egress in favor of Third Party, their invitees and tenants.
5. **Maintenance of Easement Premise 1.** All parties shall split the cost of the maintenance of Easement Premise 1. Notwithstanding the above provisions, any party causing damage to Easement Premise 1 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.
6. **Maintenance of Easement Premise 2.** Second Party and Third Party shall split the cost of the maintenance of Easement Premise 2. Notwithstanding the above provisions, any party causing damage to Easement Premise 2 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.
7. **Indemnification for Easement Premise 1.** Second Party and Third Party agree 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 and Third Party's use of Easement Premise 1. This provision also applies to First Party's invitees.
8. **Indemnification for Easement Premise 2.** Third Party agrees to protect, indemnify, save, and hold harmless Second Party against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of Third Party's use of Easement Premise 2. This provision also applies to Second Party's invitees.
9. **Binding Effect.** These Easements shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.

10. **Governing Law.** These Easements shall be constructed, construed and enforced in accordance with the laws of the State of Iowa.

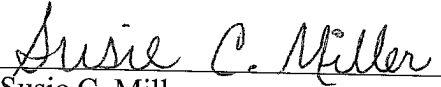
11. **Entire Agreement and Counterparts.** These Easements sets forth the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. These Easements may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

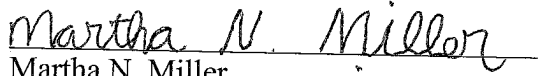
**FIRST PARTY**

  
Daniel E. Miller

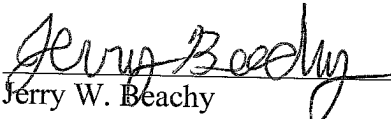
**SECOND PARTY**

  
Vernon P. Miller

  
Susie C. Miller

  
Martha N. Miller

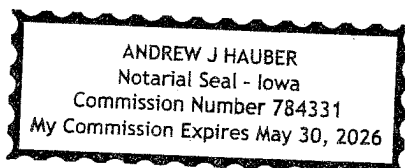
**THIRD PARTY**

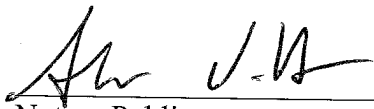
  
Jerry W. Beachy

  
Rebecca D. Beachy

STATE OF IOWA, BUCHANAN COUNTY ss:

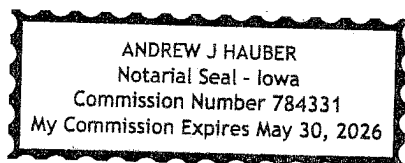
On this 15 day of April, 2024 before me a Notary Public, State of Iowa, personally appeared Daniel E. Miller and Susie C. Miller, husband and wife.



  
Notary Public

STATE OF IOWA, BUCHANAN COUNTY ss:

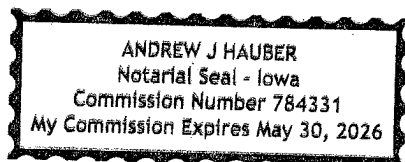
On this 15 day of April, 2024 before me a Notary Public, State of Iowa, personally appeared Vernon P. Miller and Martha N. Miller, husband and wife.



  
Notary Public

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 15 day of April, 2024 before me a Notary Public, State of Iowa, personally appeared Jerry W. Beachy and Rebecca D. Beachy, husband and wife.



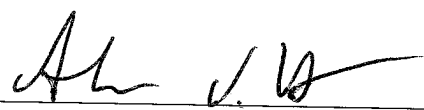
  
Notary Public

EXHIBIT "A"  
Easement Map

