

Recorded: 5/2/2024 at 10:15:36.0 AM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 942

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 1st day of May, 2024, by and between Betty J. Hildebrand, hereinafter "First Party", and Betty J. Hildebrand, hereinafter "Second Party".

WHEREAS, First Party owns Tract 1 legally described as:

Tract 1: North West Quarter (1/4) of the South West Quarter (1/4) of Section Thirteen (13), Township Eighty-seven (87) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa

WHEREAS, Second Party owns Tract 2 legally described as:

Tract 2: East half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Eighty-seven (87) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa

WHEREAS, the owners of Tract 1 and Tract 2 are desirous of entering into a mutual easement for ingress and egress over the below described "Access Easement Area", hereinafter the Access Easement, for the benefit of Tract 1 and Tract 2;

Access Easement Area: A twenty five (25) foot strip commencing 170 feet, more or less, North of the Southwest corner of Tract 1, a/k/a at the Southern most road entrance to Tract 1; thence South following the Western property line of Tract 1 until the Southern property line of Tract 1; thence East along the Southern property line of Tract 1 until the Eastern property line of Tract 1/Western property line of Tract 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, Betty J. Hildebrand, owner of Tract 1, and Betty J. Hildebrand, owner of Tract 2, agree as follows:

1. Easement. First Party hereby grants to the owner of 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 and Tract 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 Access Easement shall be borne 100% by the owner of Tract 2.

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

Dated this 1st day of May, 2024.

FIRST PARTY

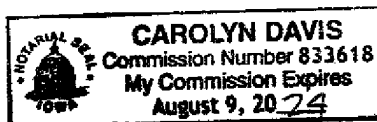
Betty J. Hildebrand
Betty J. Hildebrand

SECOND PARTY

Betty J. Hildebrand
Betty J. Hildebrand

STATE OF IOWA, COUNTY OF DUBUQUE:

This record was acknowledged before me on May 1, 2024 by Betty J. Hildebrand.



Carolyn Davis
Signature of Notary Public