

Recorded: 5/14/2024 at 8:08:34.0 AM  
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: 1025

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 13<sup>th</sup> day of May, 2024, by and between BRWB, L.C., an Iowa limited liability company (hereafter "First Party") and JBWBJB/L.C., an Iowa limited liability company (hereafter "Second Party").

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

**That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M., in Delaware County, Iowa described as commencing at a point two hundred ninety five (295) feet East of the Northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), thence South one hundred eighty five (185) feet, thence East one hundred sixty (160) feet, thence North one hundred eighty five (185) feet, thence West one hundred sixty (160) feet to the point of beginning (hereafter "First Party's Property").**

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

**The West eighty five (85.0) feet of that part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Three (33) , Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa described as commencing at a point one hundred ten (110.0) feet East of the Northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and running thence South two hundred eighty five (285.0) feet, thence East one hundred eighty five (185.0) feet, thence North two hundred eighty five (285.0) feet, thence West one hundred eighty five (185.0) feet to the point of beginning. AND That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa described as commencing at a point two hundred ninety five (295) feet East and one hundred eighty five**

(185) feet South of the Northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), thence South one hundred (100) feet, thence East one hundred sixty (160) feet, thence North one hundred (100) feet, thence West one hundred sixty (160) feet to the point of beginning. AND The East one hundred (100.0) feet of that part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa described as commencing at a point one hundred ten (110.0) feet East of the Northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and running thence South two hundred eighty five (285.0) feet, thence East one hundred eighty five (185.0) feet, thence North two hundred eighty five (285.0) feet, thence West one hundred eighty five (185.0) feet to the point of beginning (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 two existing driveways off of East Main Street ("Easement Premises") 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.** First Party shall be responsible for 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**  
**BRWB, L.C.**

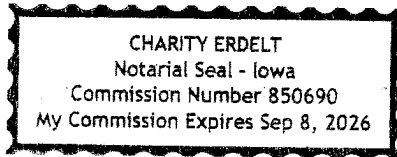
Angie Boubin, Manager  
Angie Boubin, Manager

**SECOND PARTY**  
**JBWBJB/L.C.**

Angie Boubin, Manager  
Angie Boubin, Manager

STATE OF IOWA, BUCHANAN COUNTY ss:

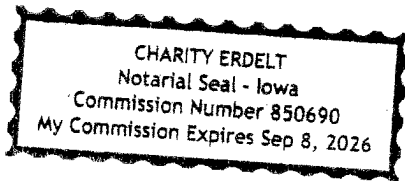
On this 13<sup>th</sup> day of May, 2024 before me a Notary Public, State of Iowa, personally appeared Angie Boubin, Manager of BRWB, L.C., an Iowa limited liability company.



Charity Erdelt  
Notary Public

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 13<sup>th</sup> day of May, 2024 before me a Notary Public, State of Iowa, personally appeared Angie Boubin, Manager of JBWBJB/L.C., an Iowa limited liability company.



Charity Erdelt  
Notary Public

“Exhibit A”  
Easement Map

