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Document 2024 2574 Type 03 006 Pages 4  
Date 10/11/2024 Time 3:54:25PM  
Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

\*Prepared by/Return to: Jane E. Hanson 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920  
Individual's Name Street Address City Phone

### ACCESS EASEMENT AND AGREEMENT

This Agreement entered into this 11<sup>th</sup> day of October, 2024, by and between Robert E. Beswick and Therese H. Beswick, as co-trustees of the Robert E. Beswick Revocable Trust dated February 28, 2020; and Therese H. Beswick and Robert E. Beswick, as co-trustees of the Therese H. Beswick Revocable Trust dated February 28, 2020 (hereinafter "Beswick") and Staci J. Eck-Moulds n/k/a Staci J. Kinney and Lucas Kinney, wife and husband (hereinafter "Kinney")

**WHEREAS**, Beswick owns the following described real estate located in Delaware County, Iowa:

That part of the NW  $\frac{1}{4}$  of Section 29, Township 90 North, Range 4 West of the 5<sup>th</sup> P.M., Delaware County, Iowa described as commencing at a point 20 chains South of the Northwest corner of said Section 29, running thence South to the Southwest corner of said NW  $\frac{1}{4}$ , thence East along the South line of said NW  $\frac{1}{4}$  to the Southeast corner of said NW  $\frac{1}{4}$ , thence north to a point in the center of the Highway which is 1,024 feet and 9 inches South of the Northeast corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , thence West to the West line of the right of way of the Chicago, Milwaukee and St. Paul Railway Company, thence North to a point 34 chains and 16 links directly east of the place of beginning, thence West 34 chains and 16 links to the point of beginning, also the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 29, except that part described as commencing at the Southeast corner of said N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ , thence West 900 feet to the westerly right of way line of the Chicago, Milwaukee and St. Paul Railway Company, which is the point of beginning, thence West 795.6 feet, thence North 12° 41' East 205 feet, thence East 841.2 feet to the Westerly right of way line of said Railroad, thence Southwesterly 220 feet along said right of way line to the point of beginning, all being subject to roadways and easements of record; and including all of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 100 foot wide abandoned right of way across the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and across the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 29, Township 90 North, Range 4 West of the 5<sup>th</sup> P.M, Delaware County, Iowa; Except Parcel A in the SE  $\frac{1}{4}$  - NW  $\frac{1}{4}$  of Section 29-T90N-R4W City of Greeley, Delaware County, Iowa, according to the plat recorded in Book 6 Plats, Page 201,

And except Parcel B in the SE ¼ - NW ¼ of Section 29 – T90N – R4W City of Greeley, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 19

**AND WHEREAS**, Kinney owns the following described real estate located in Delaware County, Iowa:

Parcel B in the SE ¼ - NW ¼ of Section 29 – T90N – R4W City of Greeley, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 19

**AND WHEREAS**, there is a twenty (20) foot wide ingress and egress driveway running approximately three hundred and one-tenth (300.1) feet running east to west located as follows: beginning at the NE corner of the SE ¼ - NW ¼ of Section 29, Township 90 North, Range 4 West of the 5<sup>th</sup> P.M., Delaware County, Iowa and running thence 1,024.75 feet to the place of beginning thence running West approximately 300.1 feet, thence running South 20 feet, thence running East approximately 300.1 feet and thence running North 20 feet to the place of beginning (hereinafter “Driveway”). Said Driveway provides access to and from Highway 38 to Kinney’s real estate.

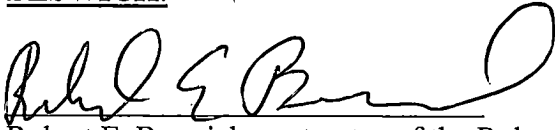
**AND WHEREAS**, the Parties wish to enter into an Agreement to establish their rights and obligations with regard to the Driveway that will provide access to Kinney’s real estate from Highway 38.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the Parties they agree as follows:

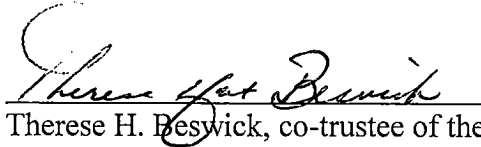
1. The Parties agree that Kinney, its agents and invitees, and all persons with lawful authority may use the Driveway to access Kinney’s real estate.
2. Each Party agrees to use said Driveway in such a manner as to not restrict the usage by the other party. The Parties agree not to permanently park vehicles, machinery, implements or other items of personal property on the Driveway area, and to provide free access for both parties. Both parties agree that during times of spring planting and fall harvest the driveway may be used, for example, to park a seed tender, semi or grain truck for the sole purpose of filling, and then immediately moving it off the driveway. No buildings or other permanent structures shall be placed on or across the Driveway.
3. The Parties agree that any future maintenance and repairs for said Driveway shall be provided by Kinney.
4. This Easement and Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns and shall be considered an Easement that runs with the land.

Dated this 11 day of October, 2024.

**BESWICK:**



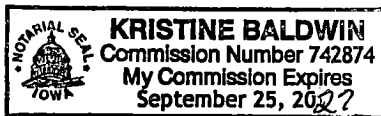
Robert E. Beswick, co-trustee of the Robert E. Beswick Revocable Trust dated February 28, 2020




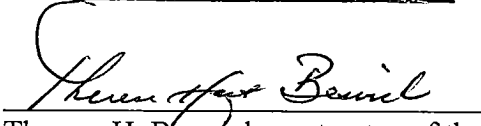
Therese H. Beswick, co-trustee of the Robert E. Beswick Revocable Trust dated February 28, 2020

**STATE OF IOWA, COUNTY OF DELAWARE, ss:**

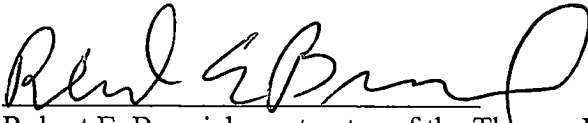
On this 11 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Beswick and Therese H. Beswick, as co-trustees of the Robert E. Beswick Revocable Trust dated February 28, 2020 to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa



Therese H. Beswick, co-trustee of the Therese H. Beswick Revocable Trust dated February 28, 2020




Robert E. Beswick, co-trustee of the Therese H. Beswick Revocable Trust dated February 28, 2020

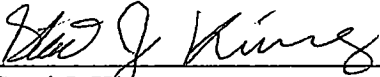
**STATE OF IOWA, COUNTY OF DELAWARE, ss:**

On this 11 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Therese H. Beswick and Robert E. Beswick, as co-trustees of the Therese H. Beswick Revocable Trust dated February 28, 2020 to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa

**KINNEY:**

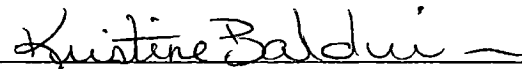
  
Staci J. Kinney

  
Lucas Kinney

**STATE OF IOWA, COUNTY OF DELAWARE, ss:**

On this 11 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Staci J. Kinney and Lucas Kinney, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa