

Recorded: 5/15/2025 at 1:25:03.0 PM  
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: 2025 PG: 1237

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 16<sup>th</sup> day of April, 2025, by and between Ryan C. Benesch and Aly D. Benesch, husband and wife (hereafter "First Party") and Duane D. Jasper, as Successor Trustee of the Merlin and Lillian Jasper Revocable Trust dated November 20, 1991 (hereafter "Second Party").

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

**Parcel 2013-63 of the West Half of the West Half of the Northwest Quarter of Section 8, Township 87 North, Range 6, West of the 5<sup>th</sup> P.M., as shown in Plat of Survey recorded in Book 2013 Page 2467 in the Office of the Recorder of Delaware County, Iowa, together with all easement and servient estates appurtenant thereto and subject to applicable zoning regulations and easements of record, and Parcel 2020-49 a portion of Parcel D and Parcel 2013-64, located in the Southwest Quarter of the Northwest Quarter of Section 8, Township 87 North, Range 6, West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to the plat recorded in Book 2020, Page 1517 (hereafter "First Party's Property").**

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

**The East ½ of the Northwest Quarter and the East ½ of the West ½ of the Northwest Quarter of Section 8, Township 87 North, Range 6 West, of the 5th PM, together with a right of way access thereto over and upon the South 66 feet of the West ½ of the Northwest Quarter of Section 8, Delaware County, Iowa, Except Parcel D part of the E ½ of the West ½ of the Northwest Quarter Section 8 Township 87 North, Range 6 West of the 5th PM, Delaware County, Iowa, according to Plat recorded in Book 2007 Page 1359 (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 66-foot-wide easement for ingress and egress over and across First Party's Property to access Second Party's Property ("See map attached hereto on Exhibit "A") ("Easement Premises").

2. **Construction on Easement Premises.** First Party may construct a building on the North 24' of Easement Premises (See map attached hereto as Exhibit "A"). First Party shall not obstruct the Easement Premises while construction is in process or anytime thereafter.

3. **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. Second Party may use vehicles and farm machinery on the Easement Premises.

4. **Maintenance of Easement Premises.** First Party shall be responsible for the cost of the maintenance of the Easement Premises. First Party shall maintain the Easement Premises in its current condition. Notwithstanding the above provisions, if Second Party causes 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, then Second Party shall be wholly responsible for any such damage resulting from any such negligence.

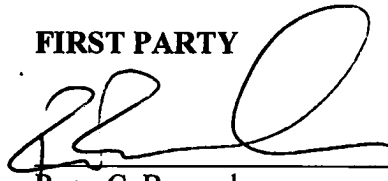
5. **Indemnification for Easement Premises.** Each party agrees to protect, indemnify, save, and hold harmless the other party against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of the other party's use of Easement Premises. This provision also applies to each party's invitees.

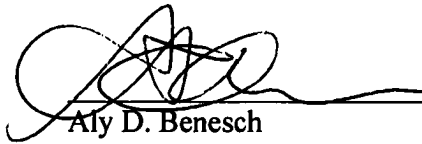
6. **Binding Effect.** This Easement shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.

7. **Governing Law.** This Easement shall be constructed, construed and enforced in accordance with the laws of the State of Iowa.

8. **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**

  
\_\_\_\_\_  
Ryan C. Benesch

  
\_\_\_\_\_  
Aly D. Benesch

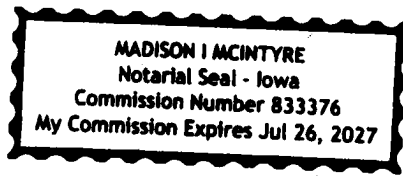
**SECOND PARTY**

**Merlin and Lillian Jasper Revocable Trust  
dated November 20, 1991**

  
\_\_\_\_\_  
Duane Jasper, Successor Trustee

STATE OF IOWA, BUCHANAN COUNTY ss:

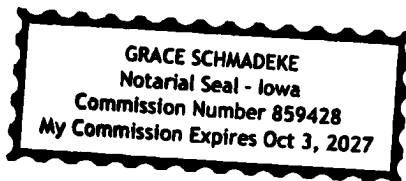
On this 16<sup>th</sup> day of April, 2025, before me a Notary Public, State of Iowa, personally appeared Ryan C. Benesch and Aly D. Benesch, husband and wife.



  
\_\_\_\_\_  
Notary Public

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 18<sup>th</sup> day of April, 2025, before me a Notary Public, State of Iowa, personally appeared Duane D. Jasper, as Successor Trustee of the Merlin and Lillian Jasper Revocable Trust dated November 20, 1991.



  
\_\_\_\_\_  
Notary Public

**“Exhibit A”  
Easement Map**

