

Recorded: 5/22/2025 at 1:05:31.0 PM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2025 PG: 1302

**Prepared by & Return to:** Carolyn C. Davis, Locher & Davis, PLC, 225 1st Ave East, Dyersville, Iowa  
52040 Phone: 563-875-9112

### **EASEMENT AGREEMENT**

This Agreement is made and entered into this 22<sup>nd</sup> day of May, 2025, by and between Gina M. Heiderscheit, n/k/a Gina M. Diggins and Paul Diggins, husband and wife, hereinafter "First Party", and Justin D. Klein and Kendra S. Klein, husband and wife, hereinafter "Second Party".

WHEREAS, First Party owns Parcel 1 legally described as:

Parcel 1: The North seventy (70.0) feet of Lot Four (4) of Mormann Subdivision of Part of Lot One (1) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Range 60

WHEREAS, Second Party owns Parcel 2 legally described as:

Parcel 2: Lot Three (3) of Mormann Subdivision of part of Lot One (1) of the Subdivision of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 60

WHEREAS, the owners of Parcel 2 have a fence on Parcel 2 which may or may not encroach onto Parcel 1 along the Property Line between Parcel 1 and Parcel 2 roughly located along the South 5 feet, more or less, of the East 85 feet, more or less, perpendicular to 299<sup>th</sup> Avenue, hereinafter the "Easement Area".

WHEREAS, the owners of Parcel 1 and the owners of Parcel 2 are desirous of entering into an easement agreement concerning the existing fence.

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, Gina M. Heiderscheit, n/k/a Gina M. Diggins and Paul Diggins, wife and husband, First Party and Justin D. Klein and Kendra S. Klein, husband and wife, Second Party, agree as follows:

1. Easement. First Party hereby grants to the owner of Parcel 2 a permanent easement located on the Easement Area for fencing. The easement is granted to allow the fence to remain in its present location.

2. **Shared Use.** The owners of Parcel 1 shall have the right to use the Easement for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owner of Parcel 2. Neither party shall make use of the Easement which will materially interfere with the use of said Easement by the other, and any other parties with access rights over the Easement.
3. **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 either the Easement Area, or any part thereof, which shall prevent or impair the use or exercise of the Easement Area provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the Easement Area over Parcel 1.
4. **Maintenance.** The owners of Parcel 1 and Parcel 2 covenant and agree that the cost of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage or damage other than ordinary wear and tear to the fence shall be borne 100% by the owners of Parcel 2.

Upon completion of any maintenance, repair or replacement of the fence, Second Party shall restore First Party's real estate as nearly as possible to the condition it was in prior to the commencement of such work.

5. **Relocation.** The owner of Parcel 2, at the owner of Parcel 2's sole expense, shall have the right to relocate the Easement Area. In the event of relocation, notice shall be given to the owners of Parcel 1 of the request to relocate and the proposed relocation of the fence. In no event shall the fence be relocated on Parcel 1 and must return to a location solely on Parcel 2. If such property line cannot be established, a survey must be prepared to establish such property line.
6. **Indemnify and Hold Harmless.** The owner of Parcel 2 shall defend, indemnify and hold harmless the owner of Parcel 1 from and against all claims, demands, judgments, costs and expenses for any liability arising out of or related to the use of the Easement Area by the First Party and their guests.
7. **Covenants Running with the Land.** This 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 Parcel 1 and Parcel 2.

Agreed to this 22<sup>nd</sup> day of May, 2025.

Gina M. Heiderscheit n/k/a

Gina M. Diggins  
Gina M. Heiderscheit, n/k/a Gina M.  
Diggins

Paul Diggins  
Paul Diggins

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me this 22<sup>nd</sup> day of May, 2025, by Gina M. Heiderscheit, n/k/a Gina M. Diggins and Paul Diggins, wife and husband.

Bobbi Jo Volkens

Notary Public in and for the State of Iowa



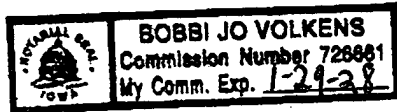
Agreed to this 22<sup>nd</sup> day of May, 2025.

Justin D. Klein  
Justin D. Klein

Kendra S. Klein  
Kendra S. Klein

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me this 22<sup>nd</sup> day of May, 2025, by Justin D. Klein and Kendra S. Klein, husband and wife.



Brakens  
Notary Public in and for the State of Iowa