

Recorded: 6/23/2025 at 1:29:26.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1622

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 11th day of June, 2025, by and between Marty Pottebaum and Shawna M. Pottebaum, husband and wife, hereinafter "First Party", and Jorden Kuntz and Kariann Kuntz, husband and wife, hereinafter "Second Party".

WHEREAS, First Party owns Tract 1 legally described as:

Tract 1: The South one-half (S ½) of the Southwest Quarter (SW ¼) of Section Two (2) Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M., except Parcel A located in the SW ¼ of Section 2, Twp. 89 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 75 and also except Parcel B Located in the SW ¼ of Section 2 Twp. 89 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 7 and also except Parcel 2024-97 Part Of The SE ¼ - SW ¼ Of Section 2 And Part Of The NE ¼ - NW ¼, Section 11 All In T89N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 2860 AND the NE ¼ of the NW ¼ of Section 11 except Parcel 2024-97 Part Of The SE ¼ - SW ¼ Of Section 2 And Part Of The NE ¼ - NW ¼, Section 11 All In T89N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 2860

WHEREAS, Second Party owns Tract 2 legally described as:

Tract 2: Parcel 2024-97 Part Of The SE ¼ - SW ¼ Of Section 2 And Part Of The NE ¼ - NW ¼, Section 11 All In T89N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 2860

WHEREAS, the owners of Tract 1 and Tract 2 are desirous of entering into a mutual easement for ingress and egress over the North 30 feet of Tract 2, including the 7.24 feet by 74.61 foot off-shoot, hereinafter the "Access Easement" as shown on the attached Exhibit A, plat of Parcel 2024-97, filed November 12, 2024, in Book 2024, Page 2860, of the Delaware County Recorder's records for the benefit of Tract 1 and 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, Marty Pottebaum and Shawna M. Pottebaum, owners of Tract 1 and Jorden Kuntz and Kariann Kuntz, owners of Tract 2, agree as follows:

1. Easement. Second Party hereby grants to the owners of Tract 1 a permanent mutual access easement for ingress and egress for vehicular and pedestrian traffic for agricultural use, over and across the Access Easement Area 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 owners of Tract 1. Maintenance shall include but not be limited to measures to ensure the Access Easement does not wash away such as the installation of drains, culverts, shrubs, cement, pavement, or other similar measures.

The maintenance responsibilities allocated herein shall only apply to the current agricultural use of Tract 1 and Tract 2. If First Party or Second Party changes the use of Tract 1 and Tract 2 to residential use or more intensive agricultural use (for example, erecting farm buildings served by the easement), then the maintenance obligation set forth herein shall be shared equally between First Party and Second Party unless otherwise mutually agreed between the parties.

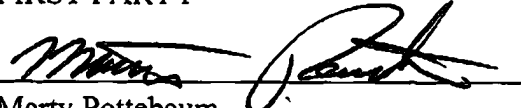
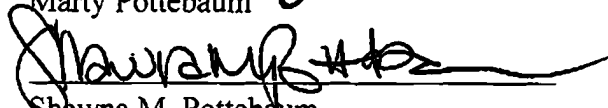
The cost of maintenance and repairs to the Access Easement resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

3. Shared Use. The owners of Tract 1 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 2. Conversely, 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 First Party and the Second Party shall mutually agree on any relocation of the Access Easement, including the location of the Access Easement and the cost thereof.

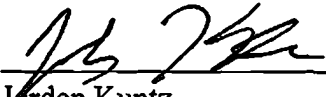
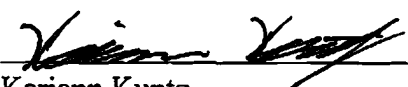
6. Prior Existing Easement. This easement shall not impact the existing easement with the owner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Eleven (11) Township Eighty-Nine (89) North, Range Four (4) West of the 5th P.M. as recorded in Court Officer Deed filed on April 7, 2010, in Book 2010, Page 1017 and in Court Officer Deed filed on April 8, 2010, in Book 2010, Page 1027.
7. 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 20th day of June, 2025.

FIRST PARTY

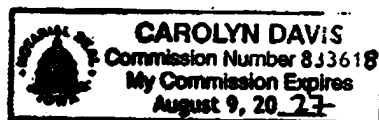

Marty Pottebaum

Shawna M. Pottebaum


SECOND PARTY


Jorden Kuntz

Kariann Kuntz

STATE OF IOWA, COUNTY OF DUBUQUE:

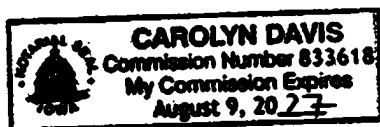
This record was acknowledged before me on June 20, 2025, by Marty Pottebaum and Shawna M. Pottebaum, husband and wife.




Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE:

This record was acknowledged before me on June 20, 2025 by Jorden Kuntz and Kariann Kuntz, husband and wife.




Signature of Notary Public

COUNTY: DELAWARE
SECTION 11, T 89 N, R 4 W SECTION 2, T89N, R4W
ALIQUOT PART: NE 1/4 - NW 1/4 - SEC. 11
SE 1/4 - SW 1/4 - SEC. 2
CITY:
SURVEY: PARCEL 2024-97
BLOCK: LOTS:
PROPRIETOR: MARTY POTTEBAUM
REQUESTED BY: MARTY POTTEBAUM
SURVEYOR: RANDALL L. RATTENBORG
COMPANY: BURRINGTON GROUP, INC.
105 W. MAIN STREET, MANCHESTER, IA 52057
INFO@BURRINGTONGROUP.COM 563-927-2434

FILED
Delaware Co. Auditor

NOV 13 2024

EXHIBIT A

FILED
Delaware Co. Auditor

NOV 13 2024

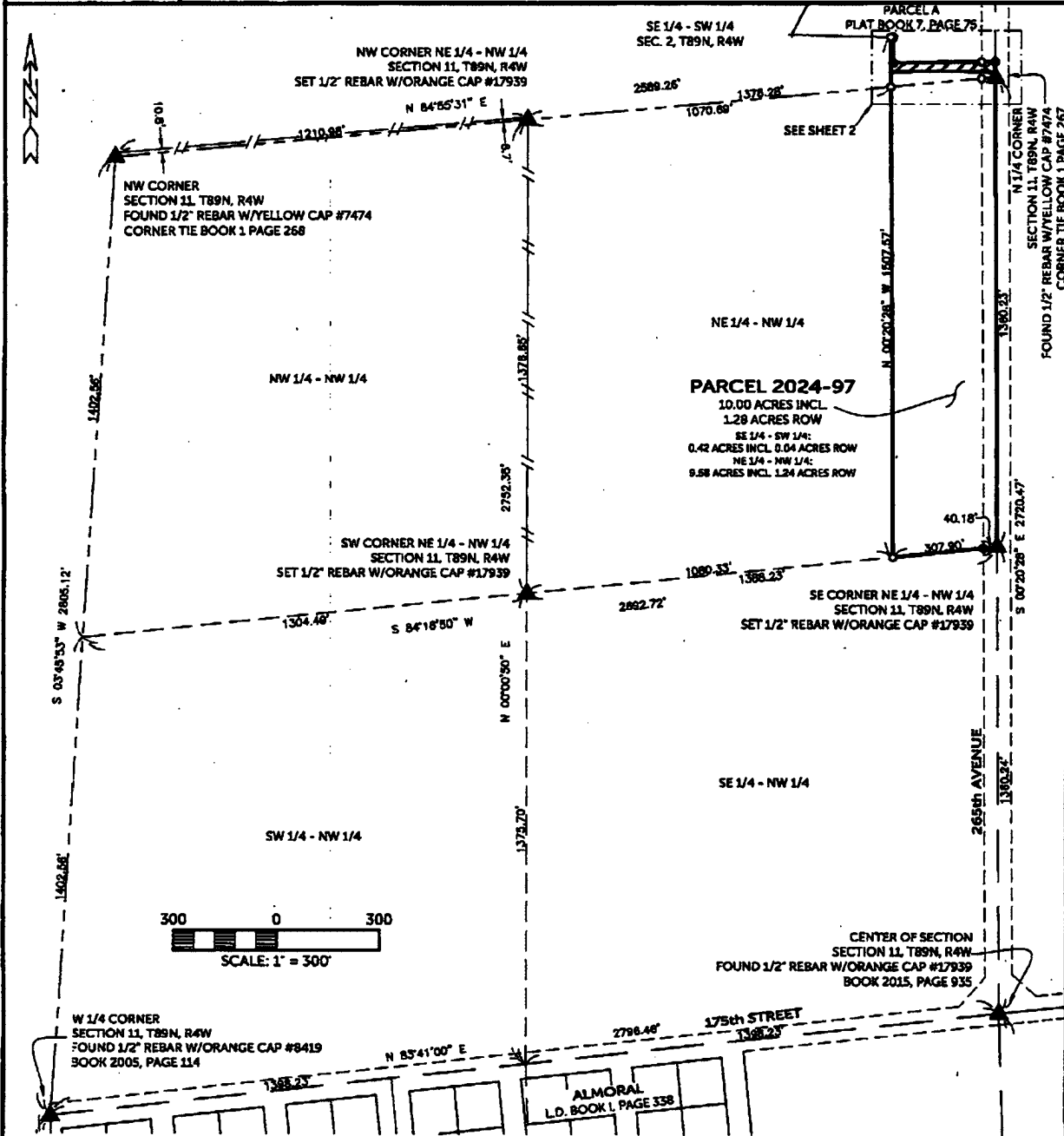
Book 2024 Page 2860

Document 2024 2860 Type 06 002 Pages 2
Date 11/13/2024 Time 3:51:23PM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PLAT OF SURVEY

PARCEL 2024-97
PART OF THE SE 1/4 - SW 1/4 OF SECTION 2 AND PART OF THE NE 1/4 - NW 1/4, SECTION 11
ALL IN T89N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



SURVEYED ON: 10/23/2023

SURVEY REQUESTED BY: MARTY POTTEBAUM

Q:\Ch30_Survey\GPS Box 19\GPS Box 19 2015.dwg

PROPRIETORS: MARTY POTTEBAUM

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RANDALL L. RATTENBORG P.L.S. L.I.C. #17939
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

BURRINGTON GROUP, INC.

Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057. burringtongroup.com

PROJECT NO. 24-135

SCALE: 1" = 40', 300'

DATE: 10/25/2024

DRAWN BY: RLR

CHECKED BY: DOK

GPS BOX: 19

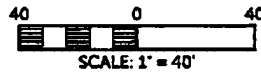
SHEET 1 OF 2

LEGEND

- SECTION CORNER
- FOUND 1/2" REBAR #/ YELLOW CAP #7474
- SET 1/2" REBAR #/ ORANGE CAP #17939
- SECTION LINE
- QUARTER LINE
- OTR-OTR. LINE
- FENCE LINE
- EASEMENT OR ROW LINE
- PARCEL BOUNDARY
- BOUNDARY ESTABLISHED BY RECORD



SHEETS COVERED BY THIS SEAL: SHEET 1 & 2

PARCEL 2024-97

PARCEL 2024-87, Part of the SE 1/4 of the SW 1/4 of Section 2, and part of the NE 1/4 of the NW 1/4 of Section 11, all in T89N, R40W of the 5th principal Meridian, Delaware County, Iowa, containing 10.00 acres, including 1.28 acres of public road right of way, subject to easements of record, and more particularly described by metes and bounds as follows;

THENCE South 00° 20' 28" East, 1360.23 feet, to the southerly line of the NE 1/4 of the NW 1/4 of said Section 11;

THENCE along the southerly line of the said NE 1/4 of the NW 1/4, South 84° 16' 50" West, 307.90 feet;

THENCE North 00° 20' 28" West, 1507.57 feet, to the southerly line of Parcel A, as recorded in Plat Book 7, Page 75;

THENCE along the southerly line of said Parcel A, South 88° 34' 11" East, 7.24 feet;

THENCE continuing along the southerly line of said Parcel A, South 00° 24' 00" East, 74.61 feet;

THENCE continuing along the southerly line of said Parcel A, North 89° 21' 26" East, 299.35 feet, to the easterly line of said Parcel A, also being the easterly line of the SE 1/4 of the SW 1/4 of Section 2, T89N, R5W of the 8th Principal Meridian, Delaware County, Iowa;

THENCE along the easterly line of said Parcel A and easterly line of the SE 1/4 of the SW 1/4 of said Section 2, South 00° 12' 22" East, 45.22 feet to the POINT OF BEGINNING;

The easterly line of the NW 1/4 of Section 11, T89N, R6W of the 5th Principal Meridian, Delaware County, Iowa, is assumed to bear South 00° 20' 28" East.