

Recorded: 6/27/2025 at 3:40:50.0 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: 1690

Preparer Information: Matthew D. Piersall, PO Box 2489, Cedar Rapids, IA 52406-2489 (319)297-7222

After recording return to: Matthew D. Piersall, PO Box 2489, Cedar Rapids, IA 52406-2489

SPACE ABOVE THIS LINE  
FOR RECORDER

**ACCESS EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT made this 1 day of June, 2025, by Allen Bauers and Diane Bauers, husband and wife, (hereinafter referred to as "Bauers") and Paul Y. Bauers, a single person, (hereinafter referred to as "Paul").

***WITNESSETH:***

WHEREAS, the Bauers are the owners of certain real estate in Delaware County, Iowa, legally described as follows:

Lot Eight (8) of Aldipado Acres, a Subdivision of Lot One (1) of Linden Heights of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty Five (25), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 8 , Page 3, of the records of the Delaware County Recorder.

(hereinafter the "Bauers' Property"); and

WHEREAS, Paul is the owner of certain real estate legally described as follows:

Lot Five (5) of Aldipado Acres, a Subdivision of Lot One (1) of Linden Heights of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty Five (25), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 8 , Page 3, of the records of the Delaware County Recorder.

(hereinafter the "Paul's Property"), which Property; and

WHEREAS, the Paul's Property is contiguous to the Bauers' Property, lying East thereof and adjoining the easterly boundary of the Bauers' Property; and

WHEREAS, the parties wish to create for themselves, their heirs, successors, and assigns an access easement and maintenance agreement upon a portion of Bauers' Property, upon the terms and conditions herein contained.

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. ACCESS EASEMENT. The Bauers hereby grant and convey unto Paul, his successors and assigns, a perpetual, nonexclusive right of access to a 15-foot strip of land along the northerly line of the Bauers' property to access the road.

2. PURPOSE. The Parties agree that this easement is granted to Paul for the purpose of allowing ingress and egress to and from Paul's Property to the road directly east of the Bauers' Property. The parties agree that they will sign any and all necessary forms to effectuate the granting of said access easement.

3. CONSTRUCTION AND MAINTENANCE. The parties and their successors or assigns shall share equally the cost of repair and maintenance of the shared access way. However, the cost of repairs occasioned by the negligent actions or omissions of one of the parties, its successor, assignee, or the agent, employee or contractor thereof, shall be borne by such party or its said successor or assignee. Each of the parties agree to use their best efforts to assure that the above-described Easement Area is kept free of obstructions to the free flow of vehicular traffic over and across the same.

4. INDEMNIFICATION. Each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Access Easement Area hereinabove described. Each party agrees to enter the Easement Area hereinabove described to the premises covered by any policy of "Premises Liability" insurance which it maintains with respect to its property served by this easement.

5. BENEFIT. The easement rights herein granted and the obligations set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors and interest or subsequent purchase of their respective properties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

Paul Y. Bauers  
Paul Y. Bauers

Allen Bauers  
Allen Bauers

Diane Bauers  
Diane Bauers

STATE OF IOWA, COUNTY OF DELAWARE, ss:

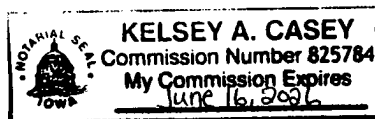
This instrument was acknowledged before me on June 18, 2025, by Paul Y. Bauers, and Diane Bauers.



Angela K Wendt  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on June 11, 2025, by Allen ~~and Diane~~ Bauers.



Kelsey A Casey  
Notary Public in and for the State of Iowa