



Book 2025 Page 1746

Document 2025 1746 Type 03 006 Pages 4

Date 7/03/2025 Time 10:56:56AM

Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

**Return To:** Achinback Waterfront Subdivision, LLC, 2477 197<sup>th</sup> St., Manchester, IA 52057  
**Taxpayer:** Achinback Waterfront Subdivision, LLC, 2477 197th St., Manchester, IA 52057  
**Preparer:** Daniel H. Swift, Swift Law Firm, 108 N Madison St., PO Box 207, Manchester, IA 52057, (563) 927-4901

### ACCESS EASEMENT AND AGREEMENT

This Access Easement and Agreement was entered into on the 3<sup>rd</sup> day of July, 2025, by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, and is a grant from the property owners to future owners of the Lots described herein.

Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, is the owner of the following described real estate located in Delaware County, Iowa, to-wit:

Lots Fourteen (14) and Fifteen (15) of Schmidt's Farm & Lake Subdivision, a Subdivision of Parcel 2017-87 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to recorded Plat thereof as shown in Book 2021, Page 1603, as recorded on May 31, 2021, in the office of the Delaware County Recorder

Attached hereto and identified as Exhibit A is a copy of the 20' Access Easement for Lots Fourteen (14) and Fifteen (15), Schmidt's Farm & Lake Subdivision, and said Exhibit A is incorporated herein by this reference.

Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, hereby grants to Lot Fourteen (14) and Fifteen (15) the easement shown in the attached Exhibit A, to be binding upon the parties hereto, their successors, heirs, and assigns and is to be perpetual and run with the land.

Said access shall provide to the owners of Lot Fourteen (14) and Fifteen (15), the right to use said access to and grants same for purposes of access to the Maquoketa River, shoreline repair, dock repair and construction, and construction or repair of any and all structures on said Lots.

The Easement shall not be used for general ingress and egress, but for only the purposes

set forth in this Access Easement and Agreement.

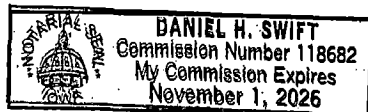
Said Access Easement shall be used in such a manner as to not restrict the usage by the other lot owner. The Easement is not to be used to permanently park vehicles, machinery, implements, or other items of personal property on the easement area, and to provide free access for both Lots. No buildings or other permanent structures shall be placed on or across the easement, without the express written permission of both Lot owners

Nothing contained in this Access Easement and Agreement shall be deemed to be a gift or dedication of any portion of the Easement area for the benefit of the general public or for any public purpose, it being the intention of the party hereto that this Access Easement and Agreement shall be strictly limited to and for the purposes expressed in this Access Easement and Agreement.

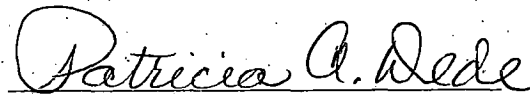
The terms, conveyance and provisions of this Access Easement and Agreement shall extend to and be binding upon the respective heirs, personal representatives, administrators, executors, beneficiaries, successors and assigns, as applicable, of the parties hereto. The Easement is intended to and shall run with the land.


These covenants and restrictions shall run with the land and shall be binding upon all parties hereto, their heirs, successors, and assigns, and on persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded. Subsequent thereto, no action based upon the terms of the Access Easement and Agreement shall be maintained, either at law or in equity in any Court to recover real estate, in this state or to recover or establish any interest therein or claim thereto, legal or equitable, against the holder of the record title to such real estate in possession after twenty-one (21) years from the recording of such deed of conveyance or contract unless the claimant shall, personally, or by the claimant's attorney or agent, or if the claimant is a minor or under legal disability, by the claimant's guardian, trustee, or other parent or the next of kin, file a verified claim with the Delaware County Recorder. The claimant shall be any person or persons claiming an interest in and to the land or in and to such reversion. If the verified claim is properly filed, it will extend or preserve any action on any claim for an additional twenty-one (21) years.

Dated this 3<sup>rd</sup> day of July 2025



ACHINBACK WATERFRONT  
SUBDIVISION, LLC  
Grantor

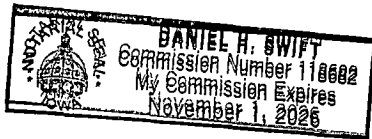
  
Patricia A. Dede

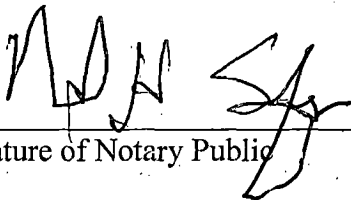
  
Edward E. Schmidt

\*Constituting all of the Members/Managers of  
Achinback Waterfront Subdivision, LLC

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 3<sup>rd</sup> day of July 2025 by Patricia A. Dede and Edward E. Schmidt as all of the Members and Managers of Achinback Waterfront Subdivision, LLC, an Iowa limited liability company.

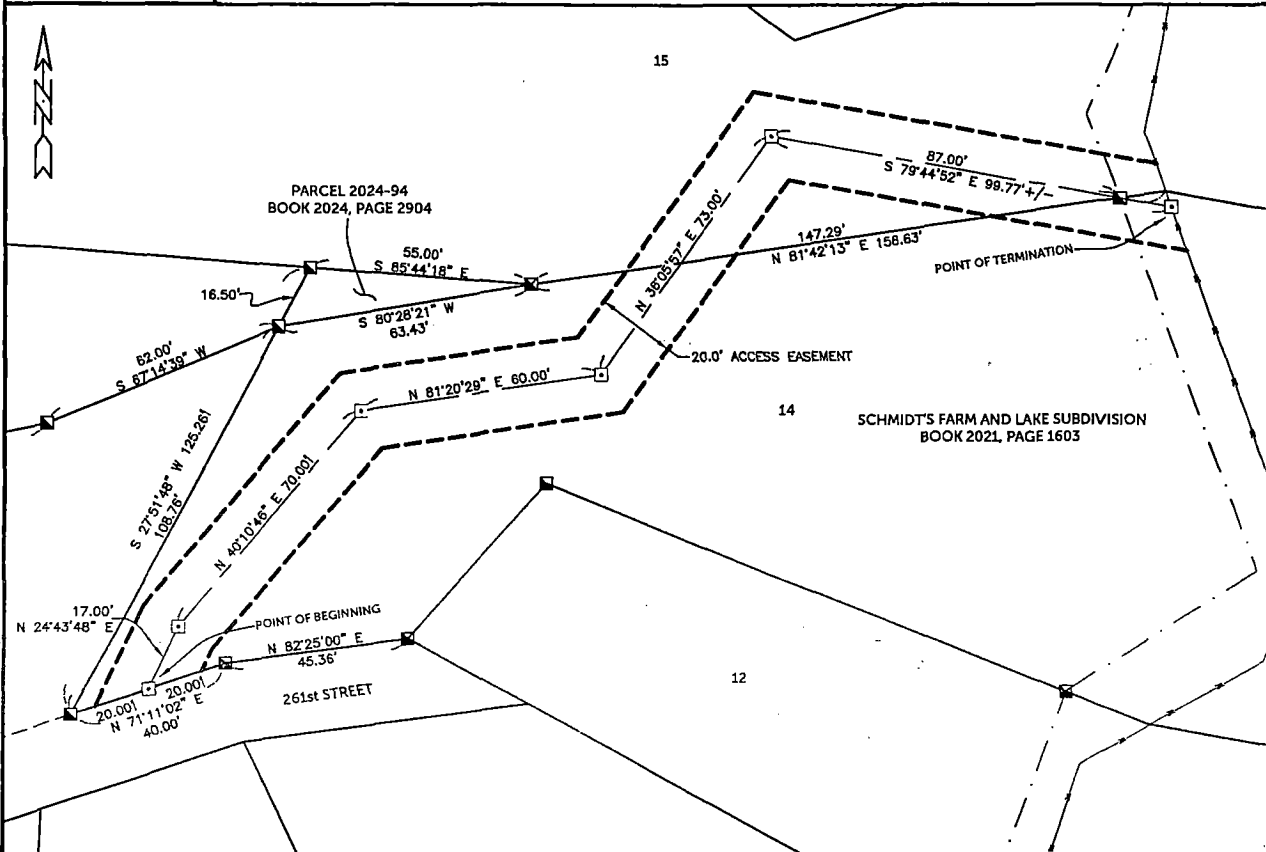


  
\_\_\_\_\_  
Signature of Notary Public

COUNTY: DELAWARE  
SECTION 26, T 88 N, R 5 W  
ALIQUOT PART: NE 1/4 - NW 1/4, SEC. 26  
CITY:  
SURVEY: 20' ACCESS EASEMENT FOR LOTS 14 & 15  
BLOCK: LOTS:  
PROPRIETOR: ACHINBACK WATERFRONT SUBDIVISION, LLC  
REQUESTED BY: ED SCHMIDT, PATRICIA DEDE  
SURVEYOR: RANDALL L. RATTENBORG  
COMPANY: BURRINGTON GROUP, INC.  
105 W. MAIN STREET, MANCHESTER, IA 52057  
INFO@BURRINGTONGROUP.COM 563-927-2434

PLAT OF  
SURVEY

EXHIBIT "A"  
20' ACCESS EASEMENT FOR LOT 14 & 15, SCHMIDT'S FARM AND LAKE SUBDIVISION



LEGAL DESCRIPTION:

20' ACCESS EASEMENT FOR LOT 14 & 15, SCHMIDT'S FARM AND LAKE SUBDIVISION, in Lot 14 and Lot 15 of Schmidt's Farm and Lake Subdivision, as recorded in Book 2021, Page 1603, the centerline of the 20' Access Easement being described as follows;

**BEGINNING** at the southwest corner of Lot 14 of said Schmidt's Lake and Farm Subdivision;

**THENCE** along the southerly line of said Lot 14, North 71° 11' 02" East, 20.00 feet, the **POINT OF BEGINNING**;

**THENCE** North 24° 43' 48" East, 17.00 feet;

**THENCE** North 40° 10' 46" East, 70.00 feet;

**THENCE** North 81° 20' 29" East, 60.00 feet;

**THENCE** North 36° 05' 57" East, 73.00 feet;

**THENCE** South 79° 44' 52" East, 99.77 feet, more or less, through a point on the southerly line of Lot 15 of said Schmidt's Lake and Farm Subdivision where a random line intersects said south line, to the normal high water line of the Maquoketa River, (Lake Delhi), the **POINT OF TERMINATION**.

SURVEYED ON: 5/29/2025

SURVEY REQUESTED BY: ED SCHMIDT, PATRICIA DEDE

Q:\Civil3D\_Survey\Lake Delhi\Lake Delhi 2018.dwg



PROPRIETORS: ACHINBACK WATERFRONT SUBDIVISION, LLC

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. LIC. #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. 24-138

SCALE: 1" = 30'

DATE: 6/4/2025

DRAWN BY: RLR

CHECKED BY: DDK

GPS BOX: LAKE DELHI

SHEET 1 OF 1

LEGEND

- FOUND 1/2" REBAR w/ ORANGE CAP #17939
- CALCULATED POINT
- RANDOM LINE
- NORMAL HIGH WATER LINE
- LOT LINE ESTABLISHED
- BOUNDARY ESTABLISHED

