

Recorded: 7/21/2025 at 8:35:28.0 AM  
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: 1926

Prepared by & Return to: Carolyn Davis, Locher & Davis, PLC 225 1st Ave E, Dversville, Iowa 52040 Phone: 563-875-9112

### ACCESS EASEMENT AGREEMENT

WHEREAS, Allan L. Digmann and Carmen R. Kluesner-Digmann, husband and wife, own Parcel 1 and Parcel 2 legally described as:

Parcel 1: A parcel in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 36, Township 88 North, Range 3 West, described as follows: Commencing at the Northwest corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 36, thence East along the  $\frac{1}{4}$ ,  $\frac{1}{4}$  section line 482.0 feet to the point of beginning, thence East 400.0 feet thence South along an existing fence line 1059.0 feet to the former Right of Way line of the C.M. St. P & P Railroad, thence South  $41^{\circ} 18' 50''$  West along said Right of Way line 394.0 feet to the South line of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  thence West along said line 532.5 feet, thence North  $41^{\circ} 18' 50''$  East 594.80 feet, thence North 908.20 feet to the point of beginning EXCEPT Parcel 2025-46 Part Of The Southwest Quarter (SW1/4) Of The Northeast Quarter (NE1/4) Of Section Thirty Six (36), Township Eighty Eight North (T88N), Range Three West (R3W) Of The Fifth Principal Meridian

Parcel 2: Parcel 2025-46 Part Of The Southwest Quarter (SW1/4) Of The Northeast Quarter (NE1/4) Of Section Thirty Six (36), Township Eighty Eight North (T88N), Range Three West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2025, Page 1299

WHEREAS, the owners of Parcel 1 and Parcel 2 are desirous of entering into a mutual easement for ingress and egress over Easement A and Easement B as shown in the Plat of Survey, filed for record May 22, 2025, in Book 2025, Page 1299, in the Delaware County Recorder's Records, attached hereto as Exhibit A, for the benefit of Parcel 1 and Parcel 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, Allan L. Digmann and Carmen R. Kluesner-Digmann, owners of Parcel 1 and Parcel 2 agree as follows:

1. Easement. Allan L. Digmann and Carmen R. Kluesner-Digmann hereby grant to the owner of Parcel 2 a permanent mutual access easement for ingress and egress (the "First Easement") for vehicular and pedestrian traffic over and across Easement B described in the Plat of Survey, filed for record May 22, 2025, 2023 in Book 2025, Page 1299, in the Delaware County Recorder's Records (the "First Easement Area").

Allan L. Digmann and Carmen R. Kluesner-Digmann hereby grant to the owner of Parcel 1 a permanent mutual access agreement for ingress and egress (the "Second Easement") for vehicular, agricultural, and pedestrian traffic over and across Easement A described in the Plat of Survey, filed for record May 22, 2025, Page 1299, in the Delaware County Recorder's Records (the "Second Easement Area").

2. Shared Use. The owners of Parcel 2 shall have the right to use the First Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owner of Parcel 1. Neither party shall make use of the First Easement which will materially interfere with the use of said First Easement by the other, and any other parties with access rights over the First Easement.

The owners of Parcel 1 shall have the right to use the Second Easement Area 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 Second Easement which will materially interfere with the use of said Second Easement by the other, and any other parties with access rights over the Second Easement.

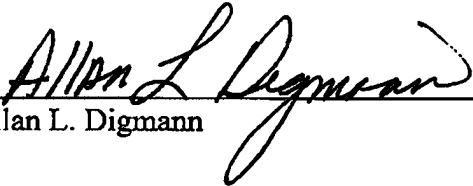
3. Barriers. Except as may be reasonably necessary on a temporary basis, no walls, fences, gates, barriers, or other improvements of any sort or kind shall be constructed or maintained in or on either the First Easement Area or Second Easement Area, or any part thereof, which shall prevent or impair the use or exercise of the First Easement or Second Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the First Easement Area over Parcel 1 and the Second Easement Area over Parcel 2.
4. Maintenance. The owners of Parcel 1 and Parcel 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 First Easement Area shall be borne 100% by the owner of Parcel 1. The cost of maintenance and repairs to the First Easement Area 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.

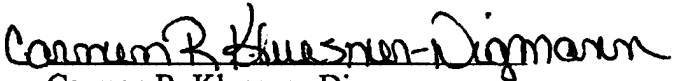
The owners of Parcel 1 and Parcel 2 covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the Second Easement Area shall be borne 100% by the owner of Parcel 2. The cost of maintenance and repairs to the Second Easement Area 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.

5. Relocation. The owner of Parcel 1 and the owner of Parcel 2 must mutually agree to relocate the First Easement Area and the Second Easement Area. In the event of relocation, notice shall be given to the owners of the request to relocate and the proposed relocation of the First Easement Area and the Second Easement Area.
6. Covenants Running with the Land. This First Easement and the Second Easement shall be permanent easements 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.

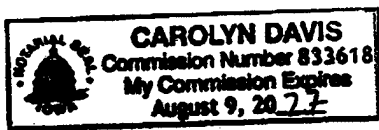
Agreed to this 10th day of JULY, 2025

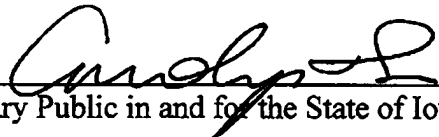
  
Allan L. Digmann

  
Carmen R. Kluesner-Digmann

STATE OF IOWA            )  
                                      )  
DUBUQUE COUNTY        )        ss:

On this 10th day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Allan L. Digmann and Carmen R. Kluesner-Digmann, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa

# EXHIBIT A

THE DELAWARE COUNTY ABSTRACT COMPANY, INC., 304 E. MAIN ST., MANCHESTER, IOWA 52057

Page 15.

-13-continued

**INDEX LEGEND**  
 LOCATION: PART OF THE SW1/4 NE1/4  
 OF SECTION 36, T88N, R3W  
 PROPRIETORS: ALLAN L. DIGNAM AND  
 CARMEN R. KLUESNER-DIGNAM  
 REQUESTOR: AL DIGNAM  
 SURVEYOR: BILL BURGER  
 COMPANY: WM. BURGER LANDSURVEYOR  
 RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT,  
 WORTHINGTON, IA 52078 1 (563) 886-2028

FILED  
 Delaware Co. Auditor  
 MAY 22 2025

Book 2025 Page 1299  
 Document 2025 1299 Type 88 002 Pages 2  
 Date 5/22/2025 Time 11:28:07AM  
 Rec Amt \$12.00

FILED  
 Delaware Co. Auditor  
 MAY 22 2025

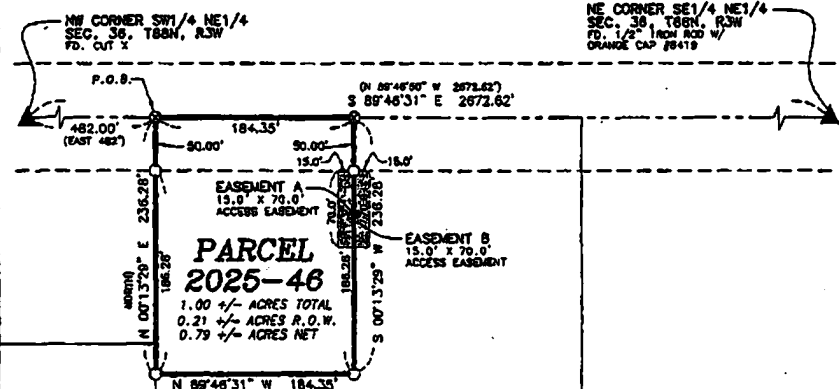
Danesh Schindler, RECORDER/REGISTRAR  
 DELAWARE COUNTY IOWA

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 886 2028

**PLAT OF  
 SURVEY**

**PARCEL 2025-46**

PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE  
 NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTY-EIGHT NORTH  
 (T88N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA



A PARCEL IN THE SW1/4 NE1/4  
 SEC. 36, T88N, R3W  
 AS DESCRIBED IN QUIT CLAIM DEED  
 RECORDED IN BOOK 2014, PAGE 2326

## LEGEND

- SET 1/2" IRON ROD W/ YELLOW LS CAP #12842
- ⊙ SET CUT X
- PARCEL BOUNDARY SURVEYED
- - - R.O.W. LINE
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- ( ) RECORDED AS
- P.O.B. POINT OF BEGINNING



DATE OF SURVEY: 4/29/2025

PROPRIETORS: SEE INDEX LEGEND

SHEET 1 OF 2

SCALE: 1" = 100'

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS  
 PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR  
 UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY  
 LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2028

*William H. Burger* 5/23/25  
 WILLIAM H. BURGER 12842 DATE

**Wm. Burger**  
 LandSurveyor  
 510 3rd Street West Court  
 Worthington, Iowa 52078

NO. OF SHEETS COVERED BY THIS SEAL: 1