

Recorded: 1/22/2026 at 8:06:08.0 AM  
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: 2026 PG: 159

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

### **EASEMENT AGREEMENT**

This Agreement is made and entered into this 13 day of January, 2026, by and between the following:

Matthew T. McAllister and Lisa McAllister, husband and wife, owners of the following legally described property:

Tract I: Parcel 2025-86 Part Of The Northeast Fractional Quarter (NE Frl. ¼) Of The Northeast Fractional Quarter (NE Frl. ¼) Of Section Five (5), 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 3418;

The RKT Revocable Trust dated October 11, 2023, and the KRT Revocable Trust dated October 11, 2023, owners of the following legally described property:

Tract II: The NE frl. ¼; and the East 3 rods of the NW Frl. ¼, all in Section 5-88N-3W, Delaware County, Iowa, EXCEPT that part conveyed to the State of Iowa in Book 83, L.D., Pages 164-165 of the records of the Delaware County, Iowa, Recorder, EXCEPT Parcel 2025-86 Part Of The Northeast Fractional Quarter (NE Frl. ¼) Of The Northeast Fractional Quarter (NE Frl. ¼) Of Section Five (5), 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 3418;

Tract III: The North 100 acres of the NW frl. ¼ of Section 4, Township 88N, Range 3 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, EXCEPT that part condemned by the Iowa State Highway Commission by Condemnation Proceedings recorded in Book J, Misc., Pages 553-561 AND ALSO EXCEPT that party conveyed to the State of Iowa by Warranty Deed recorded in Book 118, L.D., Page 135, all of the records of the Delaware County, Iowa, Recorder, AND ALSO EXCEPT Parcel A, being a part of the NE Frl. ¼ of the NW Frl. ¼ and a part of the NW Frl. ¼ of the NW Frl. ¼ of said Section 4, as described in the Plat recorded in Book 204, at Page 4284 of the records of the Delaware County, Iowa, Recorder;

WHEREAS, there is an existing 66.0' wide access and utility easement as shown as Easement A and Easement B, which extends to the middle of 300th Ave, on the attached Exhibit A, a modified copy of Plat of Survey recorded in Book 2025, Page 3418 of the Delaware County, Iowa Recorder's Records, hereinafter collectively the "Easement Area";

WHEREAS the owners of Tract I, Tract II and Tract III are desirous of granting a mutual easement for ingress and egress over Tract II through the Easement Area.

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, the owners of Tract I, Tract II and Tract III agree as follows:

1. Easement. The owners of Tract II and Tract III hereby grant to the owners of Tract I a permanent mutual easement over the Easement Area including utility and ingress and egress easements over the Easement Area.
2. Shared Use. The owners of Tract I, Tract II and Tract III shall have the right to use the Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of the owner of Tract I, Tract II and Tract III. 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 the Easement Area provided in this Agreement that would impede or impair the free access and movement, including without limitation, pedestrian, vehicular traffic, agricultural traffic over the Easement Area.
4. Maintenance. The owners of Tract I, Tract II and Tract III 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 Easement Area shall be borne 100% by the owner of Tract I.

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

Snow Removal. Snow removal shall be the responsibility of the Tract Owner desiring to remove the snow from the Easement Area.

5. Restrictive Covenant. Within Tract I lies a ravine and dam for the purpose of controlling water flow onto Tract II. The owner of Tract I shall not be allowed to remove said ravine and dam without the consent of the owner of Tract II. In the event the owner of Tract I removes the existing improvements and installs a culvert, drain tile, or the like, the end of the culvert, drain tile, or the like and the beginning of the disbursements shall be at a minimum 100 feet from the shared property line between Tract I, Tract II and Tract III. Any party to this agreement,

their successors, and assigns shall have the right to renew this restrictive covenant pursuant to Iowa Code §614.24.

6. Relocation. The owners of Tract I, Tract II and Tract III agree that the owners of Tract I, Tract II and Tract III shall mutually agree to relocate the 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 Easement Area.
7. Covenants Running with the Land. This Easement, Maintenance Agreement and Restrictive Covenant shall run with the land and shall be binding and inure to the benefit and obligation of the successors, heirs, and assigns of the owners of Tract I, Tract II and Tract III.

Agreed to this 13th day of January, 2026.

Owners of Tract I

Matthew T. McAllister

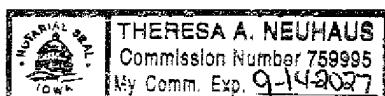
Matthew T. McAllister

Lisa McAllister

Lisa McAllister

STATE OF IOWA, COUNTY OF DUBUQUE:

This record was acknowledged before me by Matthew T. McAllister and Lisa McAllister, husband and wife, this 13th day of January, 2026.



Theresa A. Neuhaus  
Notary Public in and for the State of Iowa

Owner of Tract II and Tract III

RKT Revocable Trust dated October 11, 2023

By: Raymond A. Tauke - co-trustee  
Raymond A. Tauke, Co-Trustee

By: Kay M. Tauke - co-trustee  
Kay M. Tauke, Co-Trustee

KRT Revocable Trust dated October 11, 2023

By: Kay M. Tauke co-trustee  
Kay M. Tauke, Co-Trustee

By: Raymond A. Tauke co-trustee  
Raymond A. Tauke, Co-Trustee

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me by Raymond A. Tauke and Kay M. Tauke, Co-Trustees of the RKT Revocable Trust dated October 11, 2023 and Co-Trustees of the KRT Revocable Trust dated October 11, 2023, this 13 day of January, 2026.

Theresa A. Neuhaus  
Notary Public in and for the State of Iowa

