Recorded: 2/28/2025 at 2:45:57.0 PM
County Recording Fee: $47.00
Iowa E-Filing Fee: $3.00
Combined Fee: $50.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 525

Prepared by/Return to:
Mark R. Van Heukelom, Bradley & Riley PC, PO Box 2804, Cedar Rapids, IA 52406, (319) 363-0101

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made, executed and entered into as of the 28TH day of February, 2025, by and between Norman W. Parsons, a single individual ("Grantor"), and Gregory Charles Kemp, a single individual ("Grantee").

RECITALS

1. Grantor is the titleholder to the real estate known by Delaware County, IA Parcel Nos. 610000306320, 410139901910 and 410139901800 and legally described as set forth on Exhibit "A" hereto ("Grantor Property").

2. Grantee is the titleholder to the real estate known by Delaware County, IA Parcel No. 410139901810 and legally described as set forth on Exhibit "B" hereto ("Grantee Property").

3. Grantor desires to grant a permanent access easement across Grantor Property to allow vehicular and pedestrian access to Kemp Property to Grantee, Grantee's family, and Grantee's invitees for general residential, construction, and recreational purposes.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee, Grantee's family, Grantee's invitees and Grantee's successors and assigns, a non-exclusive access easement for ingress and egress over, upon and across that portion of Grantor's Property (the "Easement") shown in the attached Exhibit "C" (hereinafter "Easement Area"), which shall be approximately 30 feet in width and run along the existing dirt pathway on Grantor Property, for purposes of ingress and egress access to and from Broadway Street, which is an existing public street located in Hopkinton, Iowa to Grantee Property for residential and recreational purposes and for the purpose of constructing a residence on Grantee property.

2. Scope of Easement. The Easement shall be used by Grantee, Grantee's family, Grantee's invitees and Grantee's successors and assigns solely for purposes reasonably consistent with residential and recreational use, including the construction, repair and improvement of a residence and related structures.

3. No Limitations. Neither Grantee nor Grantor, nor any of their guests, invitees, tenants, or others shall block the Easement Area in any manner that would inhibit or prevent access or use of the Easement Area. No barricade or other divider may be constructed in the Easement Area. Except as provided herein, nothing in this Agreement shall prohibit or restrict Grantor's use of Grantor Property or crossing Grantor Property, including without limitation, the Easement Area, so long as such use does not prevent Grantee's use of the Easement Area for the purposes described herein.

4. Maintenance, Improvements, and Repairs. Maintenance, including without limitation, snow removal, and repair of the Easement Area shall be provided solely by Grantee. Grantor shall have no obligation whatsoever to maintain or repair the Easement Area, except in the case of damage to the Easement Area caused by Grantor or its agents, guests, or licensees. In the event Grantee improves the Easement Area with gravel, Grantee shall keep the gravel, to the extent reasonably practicable, within the Easement Area. Grantee and Grantor shall annually inspect the Easement Area to ensure compliance with this provision. Grantor's voluntary snow removal, maintenance, or repair of the Easement Area after creation of this Agreement shall not constitute a waiver of this Paragraph 4. Grantee shall continue to be bound by this Paragraph 4, notwithstanding the conduct of Norman W. Parsons subsequent to the creation of this Agreement.

5. Mutual Indemnification. Grantee agrees, with respect to the Easement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold Grantor harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to Grantee's use (or the use of Grantee's guests, invitees and tenants), of the Easement granted in this Agreement except for those caused by the negligence, recklessness, or intentional act of Grantor. Grantor agrees, with respect to Grantor's use of the Easement Area, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold Grantee harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to Grantor's use, or the Grantor's guests', invitees' and tenants' use, of the Easement Area except for those caused by the negligence, recklessness, or intentional act of Grantee.

6. Assignment and Term. Notwithstanding anything to the contrary herein, this Agreement shall be construed as a covenant running with the land and following title to each of Grantor Property and Grantee Property and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and shall be perpetual in duration unless terminated as provided herein or by written agreement of the parties or their respective successors and assigns.

7. Enforcement. Either Grantor or Grantee may bring an action at law or in equity to enforce the terms and conditions of this Agreement, to recover damages, including reasonable attorney's fees, expenses, and costs, including court costs, and to seek any other remedy as may be permitted by law.

8. Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Grantor and Grantee, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.

10. Governing Law. This Agreement shall be governed by Iowa law.

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date first written above.

GRANTOR:

Norman W. Parsons — Date: 1-28-25

GRANTEE:

Gregory Charles Kemp — Date: 2/28/25

STATE OF IOWA, COUNTY OF JONES) ss:

This Instrument was acknowledged before me this 28th day of January, 2025, by Norman W. Parsons, a single person.

MARK VAN HEUKELOM Commission Number 785797 Iowa My Commission Expires 6-27-2026 NOTARIAL SEAL

Notary Public – State of Iowa

STATE OF IOWA, COUNTY OF JONES) ss:

This Instrument was acknowledged before me this 28th day of February, 2025, by Gregory Charles Kemp, a single person.

LISA R. STEVENS MY COMMISSION EXPIRES 7/9/2025 IOWA NOTARIAL SEAL COMMISSION NO. 729315

Notary Public – State of Iowa

EXHIBIT "A"
GRANTOR PROPERTY

PARCEL NOS. 610000306320 AND 410139001910: THAT PART OF LOT 1 IN THE SE ¼ OF SECTION 13, TOWNSHIP 87 NORTH, RANGE 4 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, CONTAINING APPROXIMATELY 0.49 ACRE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 87 NORTH, RANGE 4 WEST OF THE 5TH P.M., THENCE NORTH 00°05'11" EAST 2644.14 FEET TO THE W ¼ CORNER OF SAID SECTION 13; THENCE SOUTH 89°31'41" EAST 3386.13 FEET ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13; THENCE SOUTH 27°00'00" WEST 727.13 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF JACKSON STREET IN THE TOWN OF HOPKINTON, DELAWARE COUNTY, IOWA TO THE POINT OF BEGINNING; THENCE SOUTH 63°13'51" EAST 66.00 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BROADWAY STREET IN SAID TOWN OF HOPKINTON; THENCE SOUTH 27°00'00" WEST 36.50 FEET; THENCE NORTH 63°13'51" WEST 159.85 FEET; THENCE NORTH 27°00'00" EAST 203.59 FEET, THENCE SOUTH 63°13'51" EAST 93.85 FEET; THENCE SOUTH 27°00'00" WEST 167.09 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF JACKSON STREET (NOW KNOWN AS PACKSON STREET) TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 0.49 ACRE, MORE OR LESS. THE WESTERLY LINE OF JACKSON STREET (NOW KNOWN AS PACKSON STREET) IN THE TOWN OF HOPKINTON, IOWA IS ASSUMED TO BEAR SOUTH 27°00'00" WEST.

PARCEL NOS. 620000303120 AND 410139901800: PARCEL 2024-44, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2024 AT PAGE 1534 OF THE RECORDS OF THE DELAWARE COUNTY, IOWA RECORDER ON JULY 2, 2024, BEING A PART OF PARCEL H IN THE NW ¼ SE ¼ AND PART OF THE NE ¼ SW ¼ OF SECTION 13, TOWNSHIP 87 NORTH, RANGE 4 WEST OF THE 5TH P.M., IN THE CITY OF HOPKINTON, DELAWARE COUNTY, IOWA.

EXHIBIT "B"
GRANTEE PROPERTY

LOT ONE (1) IN THE SOUTHWEST QUARTER (SW¼) AND LOT ONE (1) IN THE SOUTHEAST QUARTER (SE¼); ALL IN SECTION THIRTEEN (13), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., DELA WARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 6 PLATS, PAGE 6, EXCEPT THAT PART DESCRIBED AS COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼) WITH THE WESTERLY LINE OF JACKSON STREET IN THE TOWN OF HOPKINTON, DELAWARE COUNTY, IOWA, THENCE SOUTH 27° 00' 00" WEST ALONG THE WESTERLY LINE OF JACKSON STREET SEVEN HUNDRED TWENTY SEVEN AND THIRTEEN HUNDREDTHS (727.13) FEET TO THE POINT OF BEGINNING, THENCE SOUTH 63° 13' 51" EAST SIXTY SIX (66) FEET ALONG THE SOUTHERLY LINE OF BROADWAY STREET IN SAID TOWN OF HOPKINTON, THENCE SOUTH 27° 00' 00" WEST THIRTY SIX AND FIVE-TENTHS (36.5) FEET, THENCE NORTH 63° 13' 51" WEST ONE HUNDRED FIFTY NINE AND EIGHTY FIVE HUNDREDTHS (159.85) FEET, THENCE NORTH 27° 00' 00" EAST TWO HUNDRED THREE AND FIFTY NINE HUNDREDTHS (203.59) FEET, THENCE SOUTH 63° 13' 51" EAST NINETY THREE AND EIGHTY FIVE HUNDREDTHS (93.85) FEET, THENCE SOUTH 27° 00' 00" WEST ONE HUNDRED SIXTY SEVEN AND NINE HUNDREDTHS (167.09) FEET ALONG THE WESTERLY LINE OF JACKSON STREET TO THE POINT OF BEGINNING. THE WESTERLY LINE OF JACKSON STREET IS ASSUMED TO BEAR SOUTH 27° 00' 00" WEST; ALSO EXCEPT PARCEL AP ART OF LOT ONE (1) OF THE SOUTHWEST QUARTER (SW¼) AND PART OF LOT ONE (1) OF THE SOUTHEAST QUARTER (SE¼), ALL IN SECTION THIRTEEN (13), TOWNSHIP EIGHTY-SEVEN NORTH (T87N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF HOPKINTON, DELAWARE COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 1999, PAGE 3841; ALSO A THIRTY (30) FOOT WIDE ACCESS EASEMENT ACROSS SAID PARCEL A, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF A 0.49 ACRE PARCEL AS RECORDED IN BOOK 6 PLATS, PAGE 85, THENCE NORTH 63° 14' 10" WEST TWENTY FIVE (25) FEET ALONG THE SOUTH LINE OF SAID 0.49 ACRE PARCEL TO THE POINT OF BEGINNING, THENCE SOUTH 57°58' 30" WEST FIFTY FIVE AND NINETEEN HUNDREDTHS (55.19) FEET ALONG THE CENTERLINE OF SAID THIRTY (30) FOOT WIDE EASEMENT, THENCE CONTINUING ALONG SAID CENTERLINE NORTH 89° 38' 13" WEST FIFTY FIVE AND THIRTY FOUR HUNDREDTHS (55.34) FEET, THENCE NORTH 76° 16' 16" WEST FORTY NINE AND SEVENTY EIGHT HUNDREDTHS (49.78) FEET ALONG SAID CENTERLINE, THENCE SOUTH 50° 41' 23" WEST THIRTEEN AND TWENTY FOUR HUNDREDTHS (13.24) FEET ALONG SAID CENTERLINE TO THE SOUTHERLY LINE OF SAID PARCEL A; ALSO A FORTY (40) FOOT WIDE ACCESS EASEMENT DESCRIBED AS BEGINNING AT THE SOUTHEASTERLY CORNER OF VACATED PACKSON STREET (FORMERLY JACKSON STREET), THENCE NORTH 27° 00' 00" EAST FORTY (40) FEET, THENCE NORTH 63° 26' 09" WEST FORTY (40) FEET, THENCE SOUTH 27° 00'00" WEST SEVENTY SIX AND NINETY ONE HUNDREDTHS

(76.91) FEET TO THE SOUTH LINE OF THE 0.49 ACRE PARCEL AS DESCRIBED IN BOOK 6 PLATS, PAGE 85, THENCE SOUTH 63° 14' 10" EAST FORTY (40) FEET TO THE SOUTHEASTERLY CORNER OF SAID 0.49 ACRE PARCEL, THENCE NORTH 27° 00' 00" EAST THIRTY SIX AND FIVE-TENTHS (36.5) FEET ALONG THE EAST LINE OF SAID 0.49 ACRE PARCEL TO THE POINT OF BEGINNING.

EXHIBIT "C"
EASEMENT AREA:

THE 30' ACCESS EASEMENT SHOWN OF RECORD IN THE PLAT OF SURVEY OF PARCEL 2024-44 AS RECORDED IN BOOK 2024 AT PAGE 1534 OF THE RECORDS OF THE DELAWARE COUNTY, IOWA, RECORDER ON JULY 2, 2024, BEING A PART OF PARCEL H IN THE NW ¼ SE ¼, SECTION 13, TOWNSHIP 87 NORTH, RANGE 4 WEST OF THE 5TH P.M., IN THE CITY OF HOPKINTON, DELAWARE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A THIRTY-FOOT WIDE ACCESS EASEMENT ACROSS PARCEL 2024-44 FOR THE BENEFIT OF GRANTEE PROPERTY COMMENCING AT THE SOUTHEAST CORNER OF A 0.49 ACRE PARCEL AS RECORDED IN THE OFFICE OF THE DELAWARE COUNTY RECORDER, PLAT BOOK 6, PAGE 85;

THENCE NORTH 63°14'10" WEST 25.00 FEET ALONG THE SOUTH LINE OF SAID 0.49 ACRE PARCEL TO THE POINT OF BEGINNING;

THENCE SOUTH 57°58'30" WEST 55.19 FEET ALONG THE CENTERLINE OF SAID 30' WIDE EASEMENT;

THENCE CONTINUING ALONG SAID CENTERLINE NORTH 89°38'13" WEST 55.34 FEET;

THENCE NORTH 76°16'16" WEST 49.78 FEET ALONG SAID CENTERLINE;

THENCE SOUTH 50°41'23" WEST 13.24 FEET ALONG SAID CENTERLINE TO A SOUTHERLY LINE OF PARCEL 2024-44.

WITH THE THIRTY-FOOT WIDE ACCESS EASEMENT DESCRIBED ABOVE CONTINUING NORTHWARDS ALONG THE EXISTING DIRT PATHWAY ACROSS A PORTION OF PARCEL NOS. 410139901910 AND 610000306320 TO BROADWAY STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF THE 0.49 ACRE PARCEL AS RECORDED IN THE OFFICE OF THE DELAWARE COUNTY RECORDER IN PLAT BOOK 6, PAGE 85; THENCE NORTH 63°13'51' WEST 66.00 FEET; THENCE NORTH 27°00'00" WEST 36.50 FEET; THENCE SOUTH 63°13'51" EAST 66.00 FEET; THENCE SOUTH 27°00'00" WEST 36.50 TO THE PLACE OF BEGINNING

-88-continued

COUNTY: DELAWARE
SECTION 13, T 87 N, R 4 W
ALIQUOT PART:
NW 1/4 - SE 1/4, NE 1/4 - SW 1/4
CITY: HOPKINTON
SURVEY: PARCEL 2024-43, PARCEL 2024-44
BLOCK: LOT:
PROPRIETOR: NORMAN W. PARSONS
REQUESTED BY: NORMAN PARSONS
SURVEYOR: RANDALL L. RATTENBORG
COMPANY: BURRINGTON GROUP, INC.
105 W. MAIN STREET, MANCHESTER, IA 52057
INFO@BURRINGTONGROUP.COM 563-927-2434

FILED
Delaware Co. Assessor
JUL 02 2024

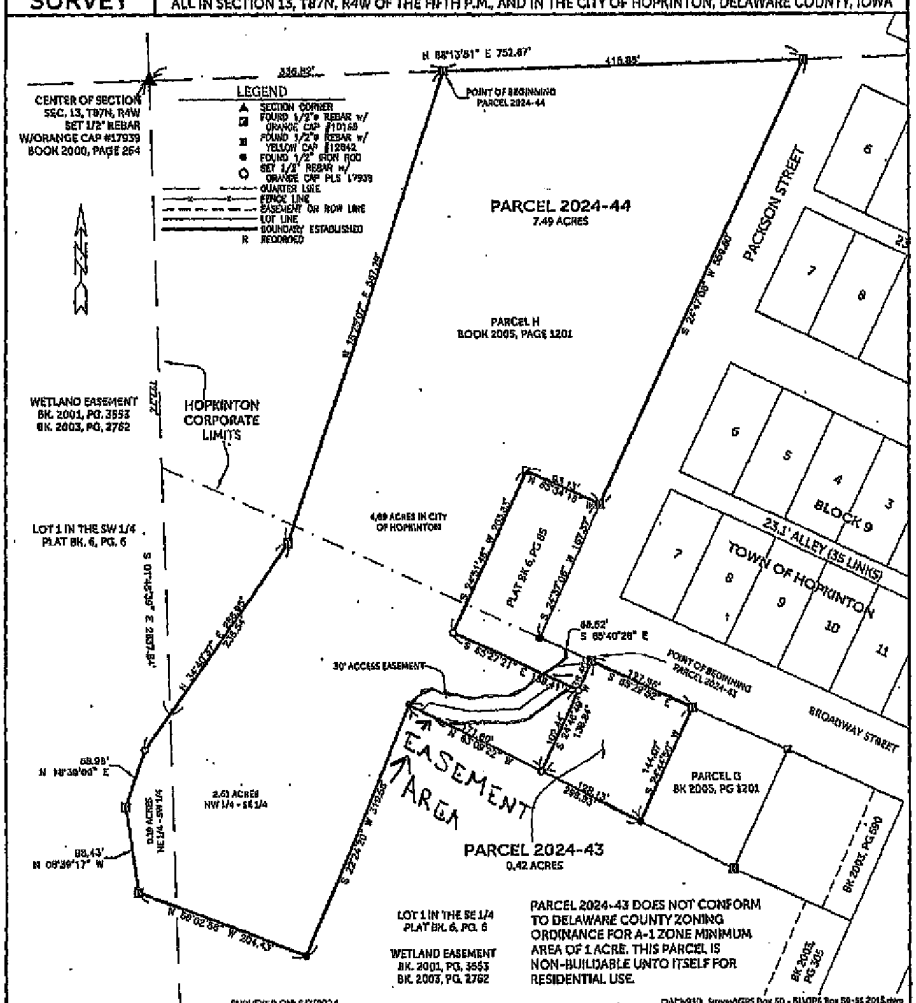
FILED
Delaware Co. Auditor
JUL 02 2024

Book 2024 Page 1534
Document 2024 1534 Type 00 002 Pages 2
Date 7/02/2024 Time 4:01:48PM
Rec Amt $12.00

Doreen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PLAT OF SURVEY

PARCEL 2024-43, PART OF PARCEL H IN THE NW 1/4 - SE 1/4,
PARCEL 2024-44, PART OF PARCEL H IN THE NW 1/4- SE 1/4 AND PART OF THE NE 1/4 - SW 1/4
ALL IN SECTION 13, T87N, R4W OF THE FIFTH P.M., AND IN THE CITY OF HOPKINTON, DELAWARE COUNTY, IOWA



SURVEYED ON: 6/7/2024

RANDALL L. RATTENBORG 17939 LICENSED PROFESSIONAL LAND SURVEYOR IOWA
SHEETS COVERED BY THIS SEAL:

PROPRIETORS: NORMAN W. PARSONS

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.

7/2/2024

RANDALL L. RATTENBORG P.L.S. LIC. #17939 DATE
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. 24-066
SCALE: 1" = 100'
DATE: 6/12/2024
DRAWN BY: RLR
CHECKED BY: DDR
GPS ROW 56-51
SHEET 1 OF