Recorded: 4/21/2025 at 10:02:04.0 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: 990

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

ACCESS EASEMENT AGREEMENT

This Agreement is made and entered into this 10th day of April, 2025, by and between James Patrick McDermott, hereinafter "First Party", and Austin P. Brown and Samantha J. Brown, hereinafter "Second Party".

WHEREAS, First Party owns Tract 1 legally described as:

Tract 1: Parcel E In The Southeast Quarter Of The Southwest Quarter Of Section 36, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2025, Page 732 except Parcel 2025-9 Of Part Of Parcel E In The Southeast Quarter Of The Southwest Quarter Of Section 36, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2025, Page 732

WHEREAS, Second Party owns Tract 2 legally described as:

Tract 2: Parcel 2025-9 Of Part Of Parcel E In The Southeast Quarter Of The Southwest Quarter Of Section 36, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2025, Page 732

WHEREAS, the owners of Tract 1 and Tract 2 are desirous of entering into a mutual utility and access easement for ingress and egress over the existing driveway, hereinafter the "Access Easement" as shown on the attached Exhibit A, Plat of Survey recorded on March 24, 2025, in Book 2025, Page 732 in the Delaware County Recorder records, for the benefit of Tract 1 and Tract 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, James Patrick McDermott, owner of Tract 1 and Austin P. Brown and Samantha J. Brown, owners of Tract 2, agree as follows:

1. Easement. Second Party hereby grants to the owners of Tract 1 a permanent mutual utility and access easement for ingress and egress for vehicular and pedestrian traffic over and across the Access and Utility Easement Area as shown on the attached Exhibit A, Plat of Survey recorded on March 24, 2025, in Book 2025, Page 732 in the Delaware County Recorder's records, hereinafter the "Access Easement".

2. Maintenance. The owners of Tract 1 and Tract 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 Access Easement shall be borne 100% by the owner of Tract 2 for that portion of the Access Easement from the Western boundary of Tract 2 until the driveway turn off to the south, even if that turn off is not along the Eastern boundary of Tract 2, and for the remainder of the Access Easement, 100% by the owner of Tract 1. Maintenance shall include but not be limited to snow removal and measures to ensure the Access Easement does not wash away such as the installation of drains, culverts, shrubs, cement, pavement, or other similar measures.

   The maintenance responsibilities allocated herein shall only apply to the current agricultural use of Tract 1 and Tract 2. If First Party changes the use of Tract 1 to residential use or more intensive agricultural use (for example, erecting farm buildings served by the easement), then the maintenance obligation set forth herein shall be shared equally between First Party and Second Party unless otherwise mutually agreed between the parties.

   The cost of maintenance and repairs to the Access Easement 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.

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

4. 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 Access Easement, or any part thereof, which shall prevent or impair the use or exercise of the Access Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the Easement over Tract 1 and Tract 2.

5. Relocation. The First Party and the Second Party shall mutually agree on any relocation of the Access Easement, including the location of the Access Easement and the cost thereof.

6. Covenants Running with the Land. This Access Easement shall be a permanent easement 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 Tract 1 and Tract 2.

Dated this 16th day of April, 2025.

FIRST PARTY

James Patrick McDermott

SECOND PARTY

Austin P. Brown

Samantha J. Brown

STATE OF IOWA, COUNTY OF DUBUQUE:

This record was acknowledged before me on April 16, 2025, by James Patrick McDermott.

NOTARIAL SEAL IOWA
CAROLYN DAVIS
Commission Number 833618
My Commission Expires
August 9, 2027

Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE:

This record was acknowledged before me on April 19th, 2025, by Austin P. Brown and Samantha J. Brown.

NOTARIAL SEAL IOWA
MOLLY J. KLUESNER
Commission Number 803697
My Commission Expires
4-5-2027

Signature of Notary Public

EXHIBIT A

RECORDER'S INDEX

LOCATION: PARCEL 2025-9 OF PART OF PARCEL E IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 88 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA

REQUESTOR: AUSTIN BROWN
PROPRIETOR: JAMES PATRICK McDERMOTT

SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.
RETURN TO: DAVID P. SCHNEIDER
P.O.BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

FILED
Delaware Co. Auditor
MAR 24 2025

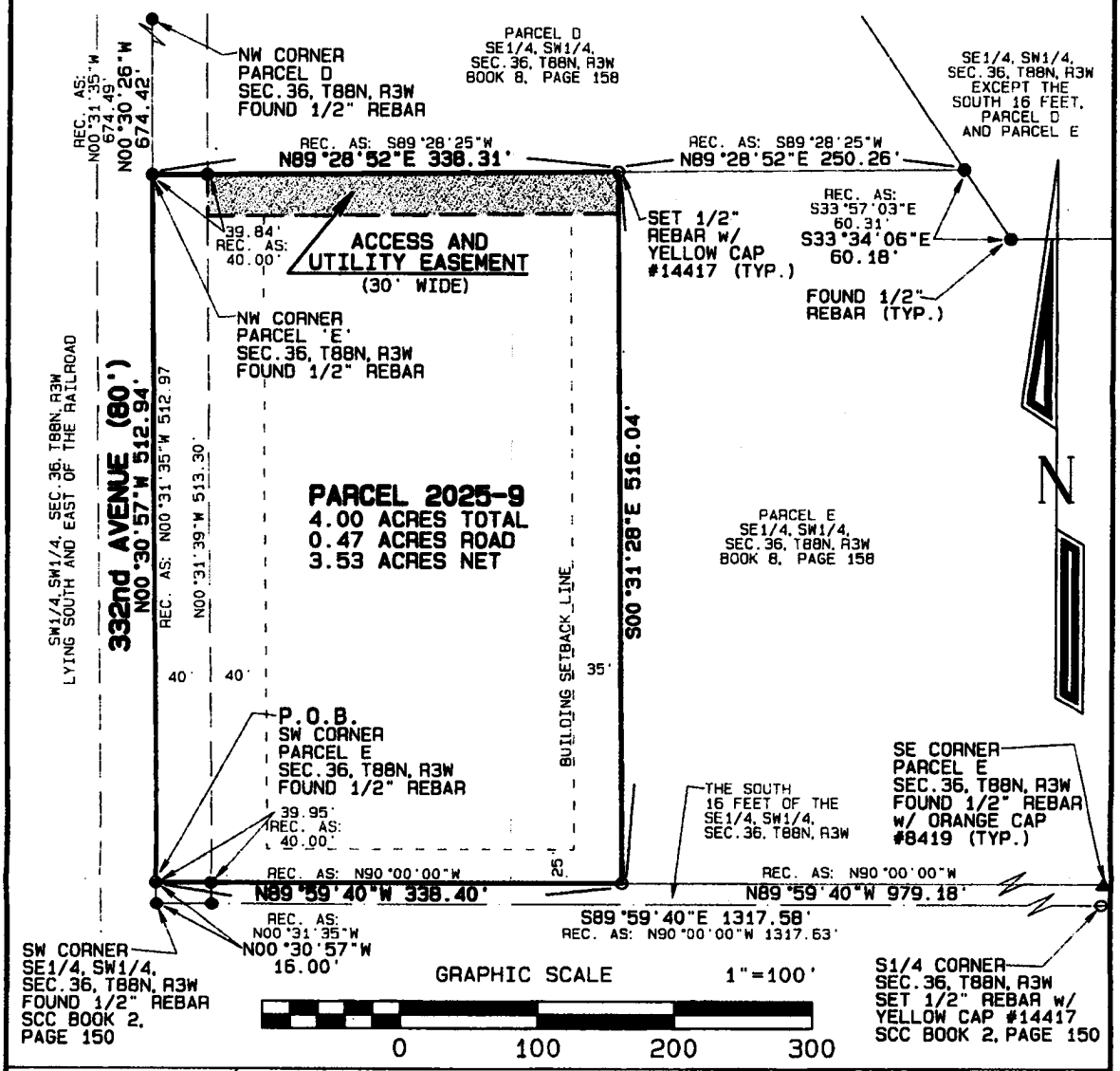
Book 2025 Page 732
Document 2025 732 Type 06 002 Pages 2
Date 3/24/2025 Time 1:31:41PM
Rec Amt $12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FILED
Delaware Co. Assessor
MAR 24 2025

PLAT OF SURVEY

PARCEL 2025-9 OF PART OF PARCEL E IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 88 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA



LICENSED LAND SURVEYOR
DAVID P. SCHNEIDER #14417
IOWA

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 Land Surveyor under the laws of the State of Iowa.

3/11/2025

David P. Schneider P.L.S. P14417 Date:
My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: SHEETS 1 & 2

SCHNEIDER
Land Surveying & Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2949A
Survey Date: 3/10/2025
Sheet: 1 of 2