Recorded: 7/3/2025 at 1:33:55.0 PM
County Recording Fee: $32.00
Iowa E-Filing Fee: $3.00
Combined Fee: $35.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1752

Prepared by & Return to: Carolyn C. Davis, Locher & Davis, PLC, 225 1st Ave East, Dyersville, IA 52040, Phone: (563) 875-9112

TERMINATION OF EASEMENT

This Termination of Easement Agreement is made and entered into this 3rd day of July 2025, by and between Gina M. Heiderscheit n/k/a Gina M. Diggins and Paul Diggins, wife and husband, (hereinafter "Diggins"), and Justin D. Klein and Kendra S. Klein, husband and wife, (hereinafter "Klein"). Diggins and Klein are desirous of entering into an agreement to terminate an easement, the terms of which are set forth as follows.

1. Diggins own real estate located in Petersburg, Iowa, and legally described as follows:

   Parcel 1. The North seventy (70.0) feet of Lot Four (4) of Mormann Subdivision of Part of Lot One (1) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Range 60

2. Klein owns real estate located in Petersburg, Iowa, and legally described as follows:

   Parcel 2. Lot Three (3) of Mormann Subdivision of part of Lot One (1) of the Subdivision of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 60

3. On May 22, 2025, an Easement Agreement was filed in Book 2025, Page 1302 of the records of Delaware County, Iowa, attached hereto as Exhibit A. This Easement denotes "the owners of Parcel 2 have a fence on Parcel 2 which may or may not encroach onto Parcel 1 along the property line between Parcel 1 and Parcel 2 roughly located along the South 5 feet, more or less, of the East 85 feet, more or less, perpendicular to 299th Avenue."

4. On July 3rd, 2025, a Plat was filed in Book 2025, Page 1750 of the records of Delaware County, Iowa, attached hereto as Exhibit B. This Plat shows there is no encroachment of the fence owned by the owners of Parcel 2 on to Parcel 1.

5. Diggins and Klein agree to rescind, revoke, and terminate the Easement referenced in Paragraph 3, effective immediately.

Dated this 30th day of June, 2025

Gina M. Diggins, f/k/a Gina M. Heiderscheit

Justin D. Klein

Paul Diggins

Kendra S. Klein

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on the 29 day of June, 2025, by Gina M. Diggins, f/k/a Gina M. Heiderscheit and Paul Diggins, wife and husband.

BOBBI JO VOLKENS
Commission Number 726661
My Comm. Exp. 1-29-28

Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on the 30th day of June 2025, Justin D. Klein and Kendra S. Klein, husband and wife

Signature of Notary Public

BOBBI JO VOLKENS
Commission Number 726661
My Comm. Exp. 1-29-28

EXHIBIT A

Recorded: 5/22/2025 at 1:05:31.0 PM
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: 2025 PG: 1302

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

EASEMENT AGREEMENT

This Agreement is made and entered into this 22nd day of May, 2025, by and between Gina M. Heiderscheit, n/k/a Gina M. Diggins and Paul Diggins, husband and wife, hereinafter "First Party", and Justin D. Klein and Kendra S. Klein, husband and wife, hereinafter "Second Party".

WHEREAS, First Party owns Parcel 1 legally described as:

Parcel 1: The North seventy (70.0) feet of Lot Four (4) of Mormann Subdivision of Part of Lot One (1) of the Subdivision of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Range 60

WHEREAS, Second Party owns Parcel 2 legally described as:

Parcel 2: Lot Three (3) of Mormann Subdivision of part of Lot One (1) of the Subdivision of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 60

WHEREAS, the owners of Parcel 2 have a fence on Parcel 2 which may or may not encroach onto Parcel 1 along the Property Line between Parcel 1 and Parcel 2 roughly located along the South 5 feet, more or less, of the East 85 feet, more or less, perpendicular to 299th Avenue, hereinafter the "Easement Area".

WHEREAS, the owners of Parcel 1 and the owners of Parcel 2 are desirous of entering into an easement agreement concerning the existing fence.

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, Gina M. Heiderscheit, n/k/a Gina M. Diggins and Paul Diggins, wife and husband, First Party and Justin D. Klein and Kendra S. Klein, husband and wife, Second Party, agree as follows:

1. Easement. First Party hereby grants to the owner of Parcel 2 a permanent easement located on the Easement Area for fencing. The easement is granted to allow the fence to remain in its present location.

2. Shared Use. The owners of Parcel 1 shall have the right to use the Easement 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 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 either the Easement Area, or any part thereof, which shall prevent or impair the use or exercise of the Easement Area provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the Easement Area over Parcel 1.

4. Maintenance. The owners of Parcel 1 and Parcel 2 covenant and agree that the cost of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage or damage other than ordinary wear and tear to the fence shall be borne 100% by the owners of Parcel 2.

   Upon completion of any maintenance, repair or replacement of the fence, Second Party shall restore First Party's real estate as nearly as possible to the condition it was in prior to the commencement of such work.

5. Relocation. The owner of Parcel 2, at the owner of Parcel 2's sole expense, shall have the right to relocate the Easement Area. In the event of relocation, notice shall be given to the owners of Parcel 1 of the request to relocate and the proposed relocation of the fence. In no event shall the fence be relocated on Parcel 1 and must return to a location solely on Parcel 2. If such property line cannot be established, a survey must be prepared to establish such property line.

6. Indemnify and Hold Harmless. The owner of Parcel 2 shall defend, indemnify and hold harmless the owner of Parcel 1 from and against all claims, demands, judgments, costs and expenses for any liability arising out of or related to the use of the Easement Area by the First Party and their guests.

7. Covenants Running with the Land. This 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 Parcel 1 and Parcel 2.

Agreed to this 22nd day of May, 2025.

Gina M. Heiderscheit n/k/a Gina M. Diggins

Gina M. Heiderscheit, n/k/a Gina M. Diggins

Paul Diggins

Paul Diggins

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me this 22nd day of May, 2025, by Gina M. Heiderscheit, n/k/a Gina M. Diggins and Paul Diggins, wife and husband.

Notary Public in and for the State of Iowa

BOBBI JO VOLKENS
Commission Number 738081
My Comm. Exp. 1-29-27

Agreed to this 22nd day of May, 2025.

Justin D. Klein

Justin D. Klein

Kendra S. Klein

Kendra S. Klein

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me this 22nd day of May, 2025, by Justin D. Klein and Kendra S. Klein, husband and wife.

BOBBI JO VOLKENS
Commission Number 726681
My Comm. Exp. 1-24-28

B Volkens

Notary Public in and for the State of Iowa

INDEX LEGEND
COUNTY: DELAWARE / SECTION 5 / TWP 89 N / RANGE 3 W
ALIQUOT PART: SE¼ - NE¼
CITY:
SUBDIVISION: MORMANN SUBDIVISION
BLOCK:
LOT: PT. LOT 4
PROPRIETOR: ALEX C. AND GINA M. HEIDERSCHEIT
REQUESTED BY: ADAM GANSEMER

EXHIBIT B

FILED
Delaware Co. Assessor
JUL 03 2025

FILED
Delaware Co. Auditor
JUL 03 2025

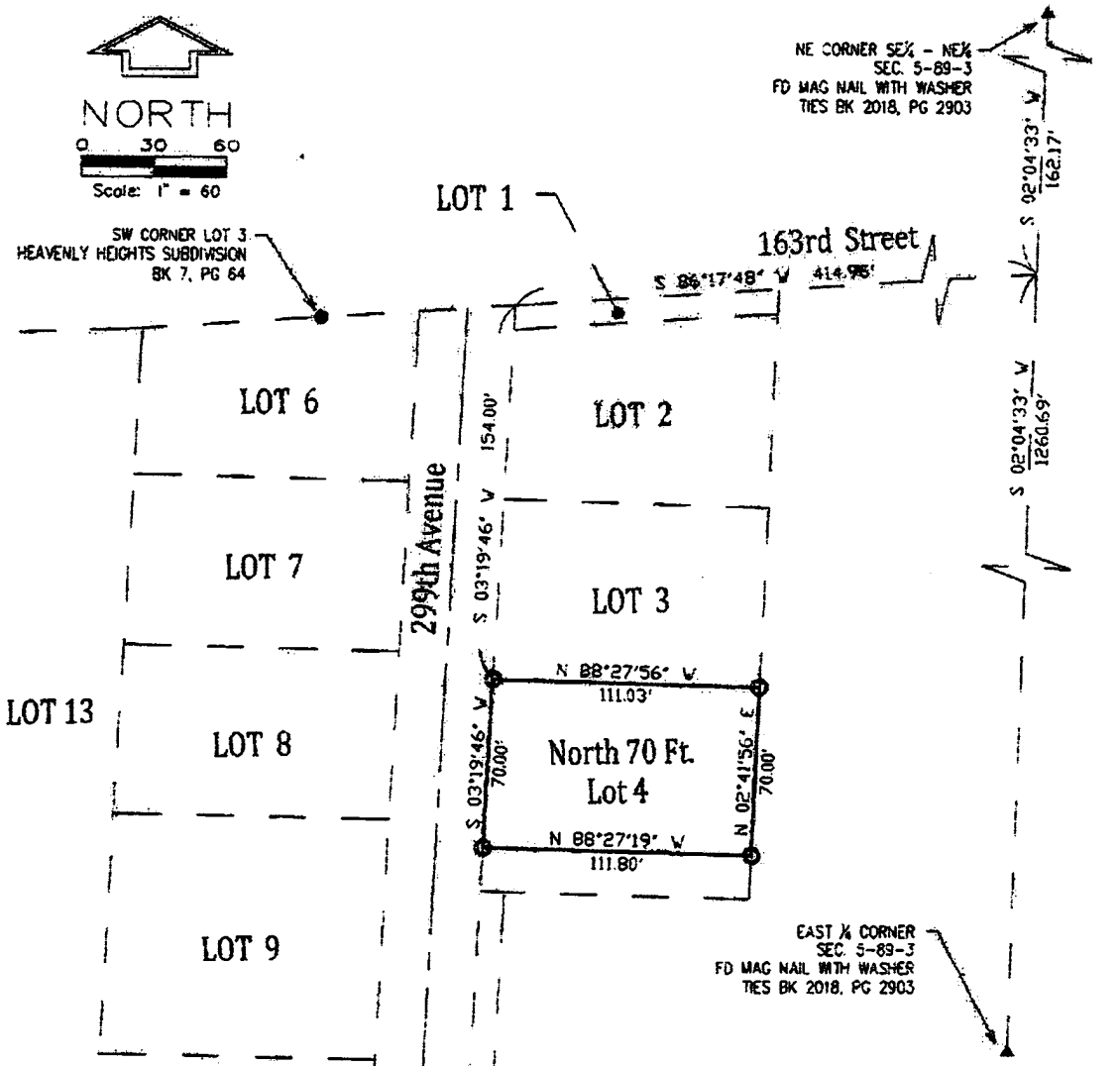
Book 2025 Page 1750
Document 2025 1750 Type 06 002 Pages 1
Date 7/03/2025 Time 11:16:02AM
Rec Amt $7.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY: BRIAN M. CRAWFORD, PLS–CRAWFORD ENGINEERING 118 3RD AVE NE INDEPENDENCE, IOWA 50644 (319) 334-7077

PLAT OF SURVEY
FOR BOUNDARY RETRACEMENT

DESCRIPTION: THE NORTH 70 FEET OF LOT 4 OF MORMANN SUBDIVISION OF PART OF LOT 1 OF THE SUBDIVISION OF THE SE ¼ OF THE NE ¼ OF SECTION 5, TWP 89 NORTH, RANGE 3 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA



CORNERS FOUND:	CORNERS SET:
▲ – SECTION CORNER AS NOTED	△ – SECTION CORNER AS NOTED
● – 5/8" IP W/YPC #8036	○ – 1/2" IP YEL. CAP #17344
	□ – MAG SPIKE IN ROADWAY

Reference is made to Plat of Survey, Bk 2019, Pg. 943

DATE SURVEYED: 6-23-2025

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND 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.
LICENSE RENEWAL DATE: 12-31-2024 LICENSE NO. 17344

BRIAN M. CRAWFORD, P.L.S. DATE 6/30/25

LICENSED PROFESSIONAL LAND SURVEYOR
BRIAN M. CRAWFORD
17344
IOWA

CRAWFORD ENGINEERING & SURVEYING, INC.
118 THIRD AVENUE N.E.
P.O. BOX 793, INDEPENDENCE, IOWA 50644
Phone (319) 334-7077

PROJECT NO. 25249 FLD.BK.NO. ____ PAGE ____