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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared Doug Herman, Lynch Dallas Legal, P.O. Box 2457, Cedar Rapids, IA 52401 Phone: 319.365.9101 Email: dherman@lynchdallas.com **Return To:** Same

INGRESS/EGRESS EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS:

That **Achinback Waterfront Subdivision, LLC**, an Iowa limited liability company, **Edward E. Schmidt and Edra J. Schmidt**, husband and wife, and **Patricia A. Dede**, a single person **(collectively the "Grantor")** for good and valuable consideration, upon final approval and acceptance of this Easement Agreement ("Agreement"), do hereby convey unto **Achinback Road Association, ("Association" or "Grantee")** an association created under an in accordance with Chapter 501B, "Revised Uniform Unincorporated Nonprofit Association Act", of the Iowa Code, ("Grantee"), Grantor and Grantee being at times referred to individually as a "Party" or jointly as "Parties", perpetual ingress/egress easement rights as described in Article I below, over that portion of Grantor owned property, legally described as follows:

The Roadways and/or Access Easements disclosed by the Schmidt's Farm & Lake Subdivision, as disclosed by Subdivision Plat recorded on May 3, 2021, in Book 2021, Page 1603, records of the Delaware County Recorder, including all Roadways and/or Access Easements located within the legal description of the property making up the Plat, and all Roadways and/or Access Easements disclosed by the Plat but located outside of the boundaries of the legal description of the Plat, said Plat being by this reference incorporated as if same had been set forth fully, verbatim herein.

The Roadways and/or Access Easements disclosed by the Schmidt's Farm & Lake Second Subdivision, as disclosed by Subdivision Plat recorded on October 25, 2022, in Book 2022, Page 3193, records of the Delaware County Recorder, including all Roadways and/or Access Easements located within the legal description of the property making up the Plat, and all Roadways and/or Access Easements disclosed by the Plat but located outside of the boundaries of the legal description of the Plat, said Plat being by this reference incorporated as if same had been set forth fully, verbatim herein.

Parcel 2018-05; part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Six (26) all in Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, as disclosed by the Plat of Survey recorded on August 17, 2018 in Book 2018, Page 2330, records of the Delaware County Recorder.
(All of the above and foregoing hereinafter referred to as "Easement Area")

ARTICLE I

Ingress / Egress Easement. The purpose of this Easement is to allow Grantee full use of the Easement Area to properties owned by Grantee and/or Grantee members through and across the Easement Area for any legal purpose, including the preservation, maintenance, and improvement of the roadway(s) lying across and through the Easement Area.

ARTICLE II

Declaration of Private Road Agreement and Private Road Maintenance. This Ingress/Egress Easement Agreement shall be deemed to be supplementary to the Declaration executed by the Achinback Waterfront Subdivision, LLC, an Iowa limited liability company, and recorded on November 4, 2021 in Book 2021, Page 3894, records of the Delaware County, Iowa Recorder, ("Declaration") and to the extent there is any perceived conflict between this Agreement and the Declaration, the terms of the Declaration shall be determinative. The intent of this Agreement being to grant, describe, and/or outline rights and responsibilities of the Association to ingress and egress over the Easement Area, said rights not being identified or provided to the Association as part of the Declaration.

The Ingress / Egress Easement described within Article I shall be subject to the following terms and conditions:

1. **Plantings.** No permanent plantings such as trees, shrubs, or similar plantings shall be planted in the Easement Area.

2. **Fences/Accessory Structures.** No fences or accessory structures shall be installed or maintained in the Easement Area.

3. **Parking.** Neither Grantor nor Grantee shall park, store, or display any vehicles, equipment, trailers, or other similar items in the Easement Area.

4. **Right of Access.** Grantee shall have the right of access to the Easement Area at all times, without notice to Grantor, as reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected within the Easement Area.

5. **Limitations.** Nothing in this Agreement shall prohibit or restrict Grantor, or Grantor's successors in interest, the use of the Easement Area so long as such use does not interfere with, damage, or otherwise prevent use of the easement area by Grantee for the intended purpose, subject to the following:

    a. **Development:** Should any homes, buildings, or other occupied structures ("Improvements") be constructed on land owned by Grantor, or Grantor's successors and/or assigns, where access to same is by way of the Easement Area, said properties shall be required to join the Achinback Road Association, or successor entity, and be subject to all rules and regulations of said Association, including the payment of dues and assessments, if any, related to maintenance, repair, and improvements to the Easement Area.

6. **Easement Runs with the Land.** This Agreement shall be deemed to run with the land, be perpetual, and binding on Grantor and on Grantor's successors and assigns.

7. **Consideration.** Grantor hereby acknowledges the receipt of valuable consideration from Grantee, the sufficiency of which is hereby acknowledged, in return for the Easement rights granted herein.

8. **Maintenance.** Maintenance and repair of the Easement Area shall at all times be the responsibility of the Grantee.

9. **Indemnification and Hold Harmless.** Grantee shall indemnify and hold Grantor harmless from any and all third party claims for injuries, damages, expenses and/or liabilities arising from such indemnifying party's acts or omissions in the use of the Easement Area. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and costs of defense incurred by the indemnified party. Notwithstanding the foregoing, this indemnification and hold harmless shall only apply to third party claims that are not otherwise covered by the indemnifying party's insurance coverage.

10. **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 Parties and/or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

11. **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, subject to the following exception: to the extent there is any perceived conflict between this Agreement and the Declaration, the terms of the Declaration shall be determinative

12. **Governing Law / Jurisdiction.** This Agreement shall be governed by Iowa law with jurisdiction in the Delaware County District Court.

13. **Construction.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.

14. **Severance.** If any term or provision of this Easement Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be illegal or invalid.

15. **Captions.** The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement.

16. **Acknowledgement.** The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.

Grantor does HEREBY COVENANT with Grantee and Owners that Grantor holds said real estate described in this easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF I have hereunto affixed my hand this 22 day of October, 2026.

GRANTOR

ACHINBACK WATERFRONT SUBDIVISION, LLC

Patricia A. Dede

Patricia A. Dede

Edward E. Schmidt

Edward E. Schmidt
Constituting all of the Members/Managers of Achinback Waterfront Subdivision, LLC

STATE OF IOWA, COUNTY OF DELAWARE)§

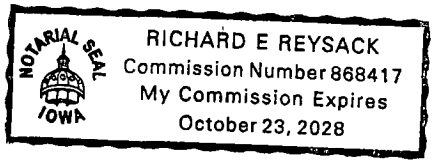
This record was acknowledged before me on this 22 day of October 2026 by Patricia A. Dede as a Member and Manager of Achinback Waterfront Subdivision, LLC, an Iowa limited liability company.

Signature of Notary Public

NOTARIAL SEAL IOWA
RICHARD E REYSACK
Commission Number 868417
My Commission Expires
October 23, 2028

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 22 day of October 2026 by Edward E. Schmidt as a Member and Manager of Achinback Waterfront Subdivision, LLC, an Iowa limited liability company.



Richard E Reysack
Signature of Notary Public

IN WITNESS WHEREOF I have hereunto affixed my hand this 22 day of October, 2026.

GRANTOR

Edward E. Schmidt

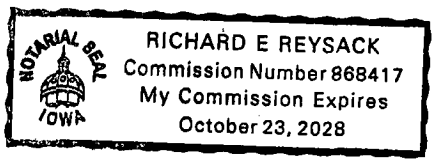
Edra J. Schmidt

Patricia A. Dede

STATE OF IOWA)
) §
COUNTY OF DELAWARE)

On this 22 day of October, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Edward E. Schmidt and Edra J. Schmidt, husband and wife, known to the undersigned to be the identical persons named herein, who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Richard E Reysack
Notary Public, State of Iowa



STATE OF IOWA)
) §
COUNTY OF DELAWARE)

On this 22 day of October, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Patricia A. Dede, known to the undersigned to be the identical person named herein, who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

RICHARD E REYSACK
Commission Number 868417
My Commission Expires
October 23, 2028

Notary Public, State of Iowa

Grantee does HEREBY COVENANT with Grantor that it exists as an Iowa Nonprofit Association created under an in accordance with Chapter 501B, "Revised Uniform Unincorporated Nonprofit Association Act", of the Iowa Code, ("Grantee"), and has authority to enter into this Agreement.

IN WITNESS WHEREOF I have hereunto affixed my hand this 22 day of October, 2026.

GRANTEE

Achinback Road Association

Rich Reysack, President

Randy Pilkington, Secretary

STATE OF IOWA)
) §
COUNTY OF DELAWARE)

This record was acknowledged before me on this 27nd day of October 2026 by Rich Reysack and Randy Pilkington, in their capacities as President and Secretary, respectively, of the Achinback Road Association, who swore and affirmed that they executed the above and foregoing at the direction and with the authority of the membership of the Achinback Road Association.

DAVID F SMITH
Commission Number 185444
My Commission Expires
9-9-2029

Signature of Notary Public