Recorded: 11/3/2026 at 2:15:46.0 PM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 3239

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

EASEMENT AGREEMENT

WHEREAS, Michael Bildstein, hereinafter "Bildstein," owns real estate legally described as the following and referred to as Parcel 1:

> Parcel 1: The Southwest Quarter (SW 1/4) of Section Fifteen (15), Township Eighty-Nine North (T89N), Range Three West (R3W) of the 5th P.M., Delaware County, Iowa, subject to roadway easement and right of way over South one half (S 1/2) of said Southwest Quarter (SE 1/4), Delaware County, Iowa; and subject to easements of record, except Parcel A of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), Section Fifteen (15), Township Eighty-Nine North (T89N), Range Three West (R3W) of the 5th P.M., Delaware County, Iowa, according to the plat recorded in Book 2005, Page 4473

WHEREAS, Todd J. Bildstein, Trustee of the Edward R. Bildstein Trust dated January 14, 2026, hereinafter "Bildstein Trust," owns property legally described as the following and referred to as Parcel 2, Parcel 3, and Parcel 4, respectively:

> Parcel 2: Parcel 2026-59 in the SW 1/4 of the SE 1/4 and SE 1/4 of the SE 1/4 of Section 15-T89N-R3W Delaware County, Iowa, according to plat recorded in Book 2026, Page 1870

> Parcel 3: Parcel 2026-60 in the SW 1/4 of the SE 1/4 and SE 1/4 of the SE 1/4 of Section 15-T89N-R3W Delaware County, Iowa, according to plat recorded in Book 2026, Page 1870

> Parcel 4: The Southwest Quarter (SW1/4) of the Southwest Quarter (SE1/4) of Section 14, Township 89 North, Range 3, West of the 5th P.M., Delaware County, Iowa

WHEREAS, Bildstein is desirous of granting Bildstein Trust an access and utility easement over Parcel 1 for the benefit of Parcel 2, Parcel 3, and Parcel 4;

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, Bildstein and Bildstein Trust agree as follows:

1. Easement. Bildstein hereby grants to the owner of Parcel 2, Parcel 3, and Parcel 4 a permanent access and utility easement for ingress and egress for agricultural, vehicular and pedestrian traffic over and across the existing thirty (30) foot roadway as shown as Easement A on the attached Plat of Survey Parcel A, filed December 22, 2005, in Book 2005, Page 4473 of the Delaware County Records, hereinafter Exhibit A, and the remaining thirty (30) foot existing roadway as shown as Easement B on the attached Exhibit B, which cross over Parcel 1, collectively hereinafter "Easement Area".

2. Shared Use. Bildstein and Bildstein Trust, respectively, shall have the right to use the Easement Area for the purposes set forth herein. 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, or any part thereof, which shall prevent or impair the use or exercise of the Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the Easement Area.

4. Maintenance. Bildstein Trust shall be responsible for all maintenance, repair and replacement of the Easement Area over Easement B at its sole discretion with such 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 over Easement B shall be borne 100% by Bildstein Trust.

   The cost of maintenance and repairs to the Easement Area over Easement B 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.

5. 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 Bildstein and Bildstein Trust.

   In the event a parcel, whether in full or in parts, is transferred, including by inheritance, sale, or otherwise, voluntarily or involuntarily, and the transferee of that parcel has independent access to the transferred parcel, then said transferee's access, rights, and obligations under this Easement Agreement as they relate to that transferred parcel shall terminate. Examples of independent access include but are not limited to direct access from the transferred parcel to a public road or through another parcel said transferee owns which has direct access to a public road.

Agreed to this 3rd day of November, 2026.

Edward R. Bildstein Trust dated January 14, 2026

Todd Bildstein
Todd J. Bildstein, Trustee

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me on November 3, 2026, by Todd J. Bildstein, as Trustee of the Edward R. Bildstein Trust dated January 14, 2026.

CAROLYN DAVIS
Commission Number 833618
My Commission Expires
August 9, 2027

Carolyn L
Signature of Notary Public

Agreed to this Oct day of 16, 2026.

Michael Bildstein
Michael Bildstein

STATE OF IOWA, COUNTY OF Dubuque

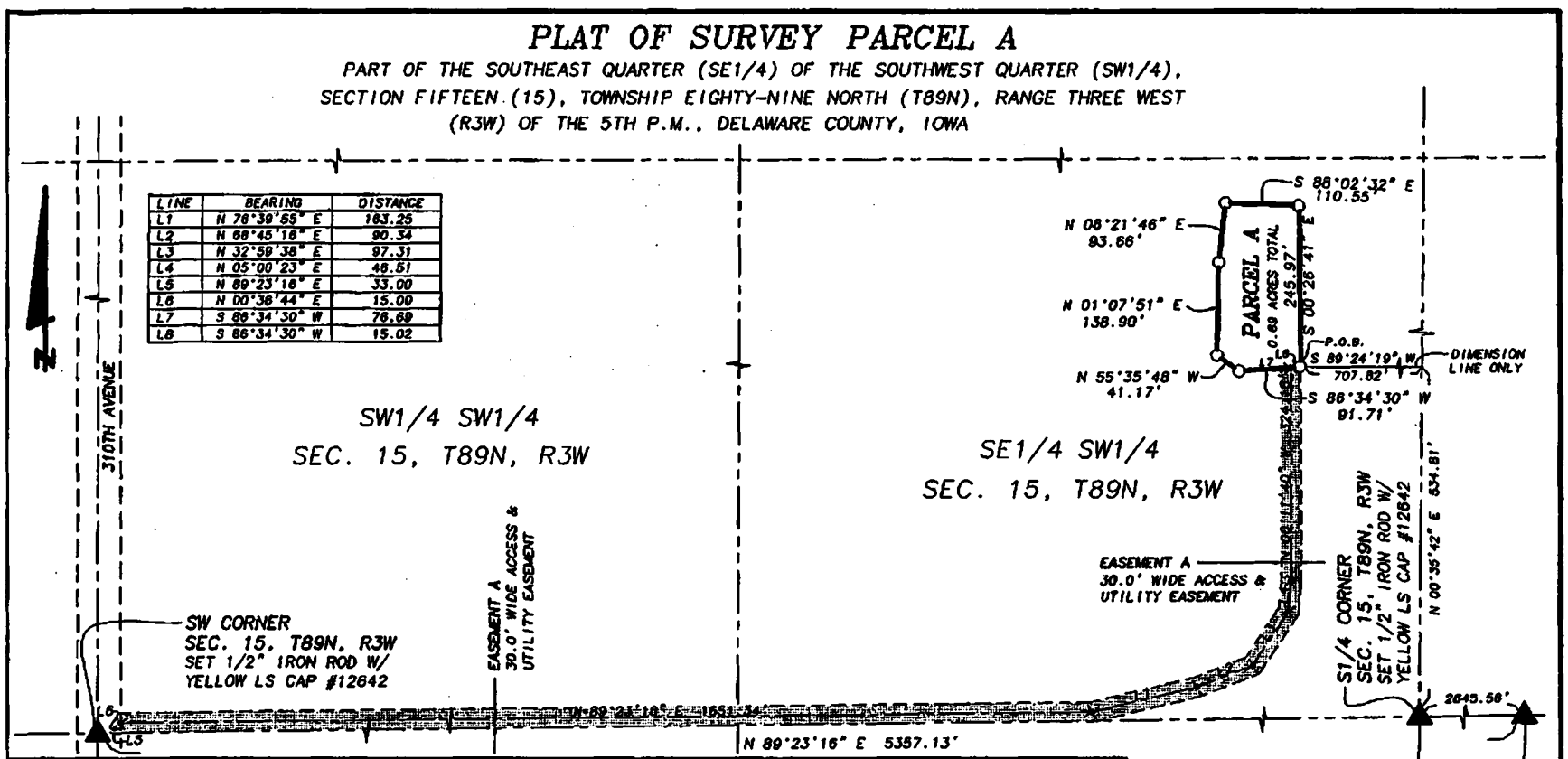
This record was acknowledged before me on October 16, 2026, by Michael Bildstein.

CAROLYN DAVIS
Commission Number 833618
My Commission Expires
August 9, 2027

Carolyn L
Signature of Notary Public

PLAT OF SURVEY PARCEL A

PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4), SECTION FIFTEEN (15), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE 5TH P.M., DELAWARE COUNTY, IOWA



LINE	BEARING	DISTANCE
L1	N 76°39'65" E	163.25
L2	N 68°45'16" E	90.34
L3	N 32°59'38" E	97.31
L4	N 05°00'23" E	46.51
L5	N 89°23'16" E	33.00
L6	N 00°36'44" E	15.00
L7	S 89°34'30" W	76.69
L8	S 86°34'30" W	15.02

SCALE: 1" = 200'	DATE OF SURVEY: 11/15/2005	SHEET 1 OF 3
	PROPRIETORS: DORIS C. BILDSTEIN	

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PREFORMED 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. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2006

William H. Burger 12/21/05

WILLIAM H. BURGER #12642 DATE

LICENSED LAND SURVEYOR
WILLIAM H. BURGER
12642
IOWA

NO. OF SHEETS COVERED BY THIS SEAL 1

Wm. Burger
LandSurveyor
510 3rd Street West Court
Worthington, Iowa 52078

LEGEND

- ○ SET 1/2" IRON ROD W/ (YELLOW LS CAP #12642)
- ✕ ANGLE POINT
- ——— PARCEL BOUNDARY SURVEYED
- P.O.B. POINT OF BEGINNING

200 0 200 400

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

DEC 22 2005 DEC 22 2005

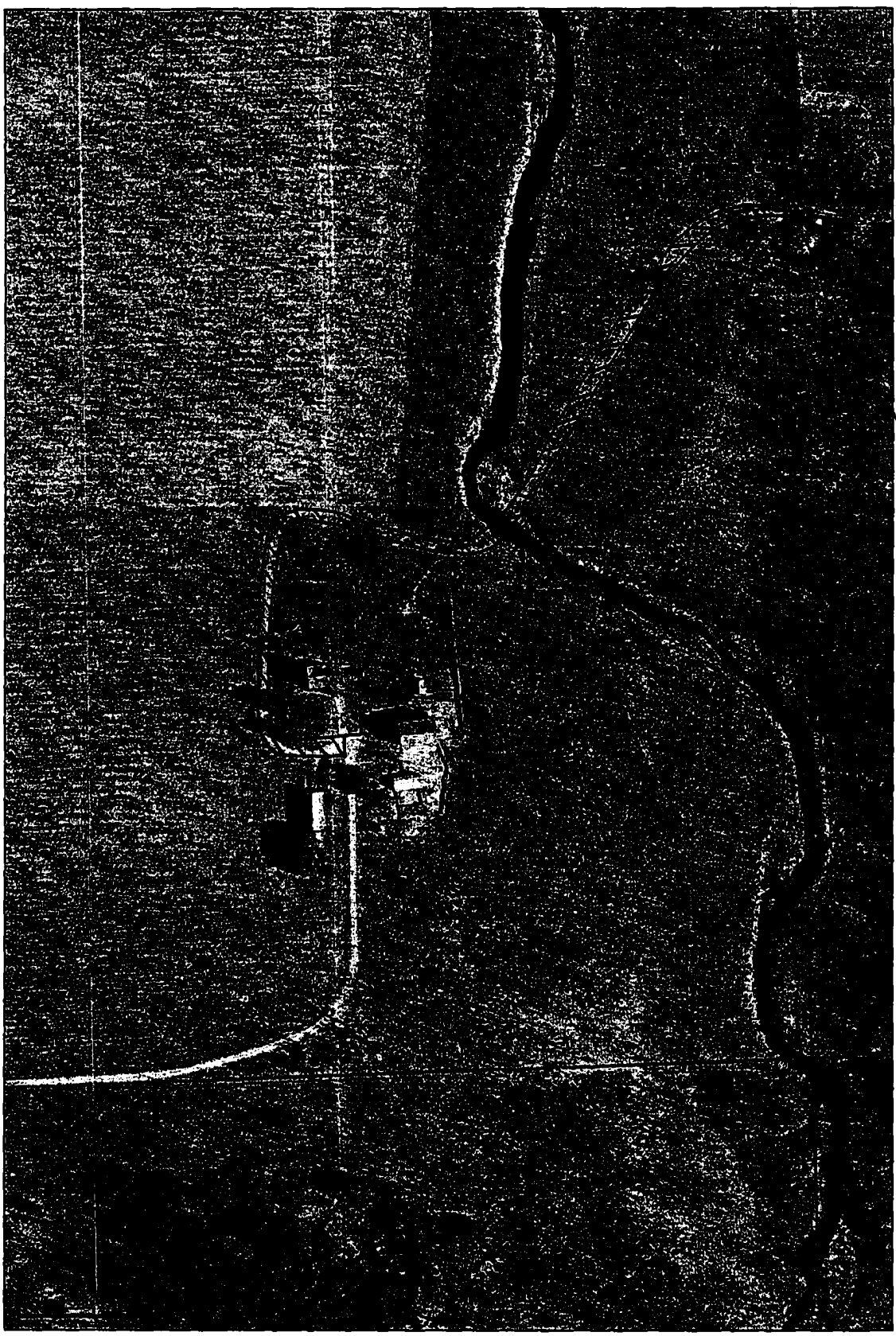
JOHN R. KLAUS
DELAWARE COUNTY ASSESSOR

EXHIBIT A

Book 2005 Page 4473
Document 2005 4473 Type 06 002 Pages 3
Date 12/22/2005 Time 9:51 AM
Rec Amt $17.00

BOOK 2005 PAGE 4473

EXHIBIT B


Legend
Corporate Limits
Corporate Limits
Unincorporated Area
Political Townships
Parcels
BLL
Parcel
Roads
EASEMENT B
NW Corner SW1/4-SE1/4
SEC. 15-89-3
Point of Commencing
Parcel 2026-60