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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this ____ day of _____, 2026, by and between William J. Reedy, Executor of the Estate of Betty Mudderman (hereafter "First Party") and _____ (hereafter "Second Party").

WHEREAS, First Party is the owner of the following described real estate:

Parcel D in the Southeast ¼ of the Northeast ¼ of Section 10, Township 89 North, Range 9 West of the 5th P.M., Buchanan County, Iowa, as described in Plat of Survey in File No. 2026R00009 (hereafter "First Party's Property").

WHEREAS, Second Party is the owner of the following described real estate:

The Southeast ¼ of the Northeast Quarter except the following 3 Parcels:

1. Commencing at the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 89 North, Range 9 West of the 5th P.M. in Buchanan County, Iowa, thence South 158 feet, thence East 316 feet, thence North 158 feet, to the North line of said Southeast 1/4 of the Northeast 1/4 of said Section 10, thence West to Place of Beginning.

2. Commencing at the Northwest corner of the Southeast ¼ of the Northeast 1/4 of Section 10, Township 89 North, Range 9 West of the 5th P.M. in Buchanan County, Iowa, thence South 158 feet to the POB; thence East 316 feet, thence South 118 feet, thence West 316 feet to the West line of said Southeast 1/4 of the Northeast ¼, thence North on said West line 118 feet to the POB, Buchanan County, Iowa,

3. Parcel D in the Southeast ¼ of the Northeast ¼ of Section 10, Township 89 North, Range 9 West of the 5th P.M., Buchanan County, Iowa, as described in Plat of Survey in File No. 2026R00009,

Subject to an easement to the State of Iowa for highway purposes of about 1.21 acres (hereafter "Second Party's Property").

WHEREAS, First Party agrees to grant a non-exclusive easement over and across a portion of First Party's existing driveway for ingress and egress purposes in favor of Second Party, which will be used by Second Party to access Second Party's Property, pursuant to the terms and conditions and as otherwise set forth herein below:

NOW THEREFORE IT IS HEREBY AGREED, good and valuable consideration acknowledged, by and between the parties as follows:

1. **Easement Grant.** First Party hereby grants to Second Party a non-exclusive easement for ingress and egress over and across a portion of First Party's Property existing driveway to access Second Party's Property as depicted on the map on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Premises").

2. **Use of Easement Premises.** The purpose of the Easements shall be solely for ingress and egress in favor of Second Party, its invitees and tenants to and from the Second Party's Property. Second Party may use vehicles and farm machinery on the Easement Premises.

3. **Maintenance of Easement Premises.** First Party shall be responsible for the cost of the maintenance of the Easement Premises. First Party shall maintain the Easement Premises in its current condition. Notwithstanding the above provisions, if Second Party causes damage to the Easement Premises through negligence on the part of that party themselves or others using the Easement Premises on their behalf or with their consent, then Second Party shall be wholly responsible for any such damage resulting from any such negligence. Second Party may, at Second Party's sole expense, install rock on the Easement Premise to improve said driveway.

4. **Indemnification for Easement Premises.** Each party agrees to protect, indemnify, save, and hold harmless the other party against and from all damage, suits, liability, claims, loss cost or expense (including actual court costs and reasonable attorneys' fees) arising out of the other party's use of the Easement Premises. This provision also applies to each party's invitees and tenants.

5. **Binding Effect.** The Easement granted by this Easement Agreement shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.

6. **Governing Law.** This Easement Agreement shall be constructed, construed and enforced in accordance with the laws of the State of Iowa.

7. **Entire Agreement and Counterparts.** This Easement Agreement sets forth the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. The recitals set forth herein are true and correct, incorporated herein and made a part of this Easement Agreement. This Easement Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

FIRST PARTY

SECOND PARTY

ESTATE OF BETTY MUDDERMAN

William J. Reedy, Executor

STATE OF _____, _____ COUNTY ss:

On this ____ day of _____, 2026, before me a Notary Public, State of Iowa,
personally appeared William J. Reedy, Executor of the Estate of Betty Mudderman.

Notary Public

STATE OF IOWA, _____ COUNTY ss:

On this ____ day of _____, 2026, before me a Notary Public, State of Iowa,
personally appeared _____.

Notary Public

Exhibit "A"
Easement Premises

