Lawrence & Janice Wickman
37106 110th Ave
Manchester IA 52057

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By/Return to: David H. Mason, P.O. Box 627, Cedar Falls, IA 50613 319-277-6830
Address Tax Statement to: No Change

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into by and between Lawrence E. Wickman and Janice M. Wickman, husband and wife (collectively hereinafter "Wickman") and Gerald R. McCusker, a single person (hereinafter "McCusker").

WHEREAS, Wickman owns certain real estate legally described as follows: **The North fractional one-half (Nfr ½) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty Seven (87) North, Range Six (6) West of the Fifth P.M., Delaware County, Iowa.** (hereinafter "Wickman Property"); and

WHEREAS, McCusker owns certain real estate located adjacent to and south of the Wickman Property, legally described as follows: **The South one-half (S ½) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty Seven (87) North, Range Six (6) West of the Fifth P.M., Delaware County, Iowa** (hereinafter "McCusker Property"); and

WHEREAS, McCusker agrees to grant Wickman an easement for ingress and egress to allow for access to the Wickman Property from 285th Street.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Easement.** McCusker hereby grants to Wickman a non-exclusive easement of ingress and egress over the east 25 feet of the McCusker Property (hereinafter the "Easement Area").

2. **Use of Easement.** Wickman shall have the right to use the Easement Area for ingress and egress to thee Wickman Property. McCusker expressly reserves the right for himself and others to use the Easement Area. McCusker also reserves the right to use the Easement Area for any use that does not unreasonably interfere with Wickman's use of the Easement Area pursuant to this Agreement. No party hereto shall so use or obstruct the Easement Area so as to prevent the free and uninterrupted use of the Easement Area by the other party.

3. **Maintenance.** McCusker and Wickman shall share equally the costs to maintain the Easement Area, which the parties hereby acknowledge shall be limited to maintaining the existing dirt and grass path in such a manner that provides Wickman with reasonable access to the Wickman Property. Notwithstanding the above provisions, if any party, or their invitees or licensees, or others for them or on their behalf, causes damage to the Easement Area negligently or intentionally, such party shall be wholly responsible to promptly repair and restore the Easement Area from any such damage. The maintenance obligations set forth in this paragraph presume that the Easement Area will be maintained as a dirt and grass path, and not a paved surface. Unless specifically agreed upon by the parties, neither party shall be liable for the cost of constructing a gravel, paved or blacktopped surface in the Easement Area without their prior consent.

4. **Running of Benefit and Burdens.** All the provisions of this Agreement, including the benefits and burdens, run with the land and shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

5. **Miscellaneous.**
   - A. This Agreement shall be constructed, construed, and enforced in accordance with the laws of the State of Iowa.
   - B. This 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 hereto.
   - C. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

Lawrence E. Wickman

Lawrence E. Wickman

Gerald R McCusker

Gerald R. McCusker

Janice M. Wickman

Janice M. Wickman

STATE OF IOWA)
COUNTY OF DELAWARE) ss.

This record was acknowledged before me on this 13 day of October, 2016, by Lawrence E. Wickman and Janice M. Wickman, husband and wife.

NOTARIAL SEAL IOWA
LAURA A. FULLER
Commission Number 729115
My Commission Expires
6-23-19

Laura A. Fuller

Notary Public

STATE OF IOWA)
COUNTY OF DELAWARE) ss.

This record was acknowledged before me on this 13 day of October, 2016, by Gerald R. McCusker.

Laura A. Fuller

Notary Public

NOTARIAL SEAL IOWA
LAURA A. FULLER
Commission Number 729115
My Commission Expires
6-23-19