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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ew
John + Barry Wickman
Attn 110 4th Ave
Williamsville IA
50054

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, Wickman agrees to grant McCusker an easement for ingress and egress over a portion of the Wickman Property to enable McCusker to access a portion of the McCusker Property which is otherwise inaccessible from the remainder of the McCusker Property due to the presence of an existing creek.

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

1. **Grant of Easement.** Wickman hereby grants to McCusker a non-exclusive easement of ingress and egress over a portion of the Wickman Property described as follows: (i) the east 25 feet of south 500 feet of the Wickman Property, and (ii) the existing grass and dirt path which runs along the east, north and west edge of the existing treeline, all of which is located on the East ½ of the Wickman Property (hereinafter the "Easement Area"). The approximate location of the Easement Area is attached hereto as Exhibit A.

2. **Use of Easement.** McCusker shall have the right to use the Easement Area for ingress and egress to that portion of the McCusker Property lying north of the existing creek. Wickman expressly reserves the right for himself and others to use the Easement Area. Wickman also reserves the right to use the Easement Area for any use that does not

unreasonably interfere with McCusker'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 McCusker with reasonable access to that portion of the McCusker Property lying north of the existing creek. 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

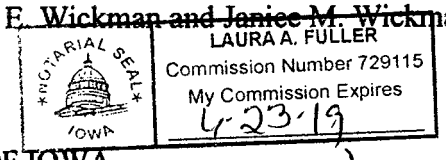
Gerald R. McCusker

Janice M. Wickman

[NOTARY ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

STATE OF IOWA )
COUNTY OF DELAWARE ) ss.

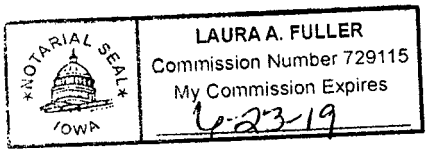
This record was acknowledged before me on this 13 day of October, 2016, by Lawrence E. Wickman and Janice M. Wickman, husband and wife.




Laura A Fuller
Notary Public

STATE OF IOWA )
COUNTY OF DELAWARE ) ss.

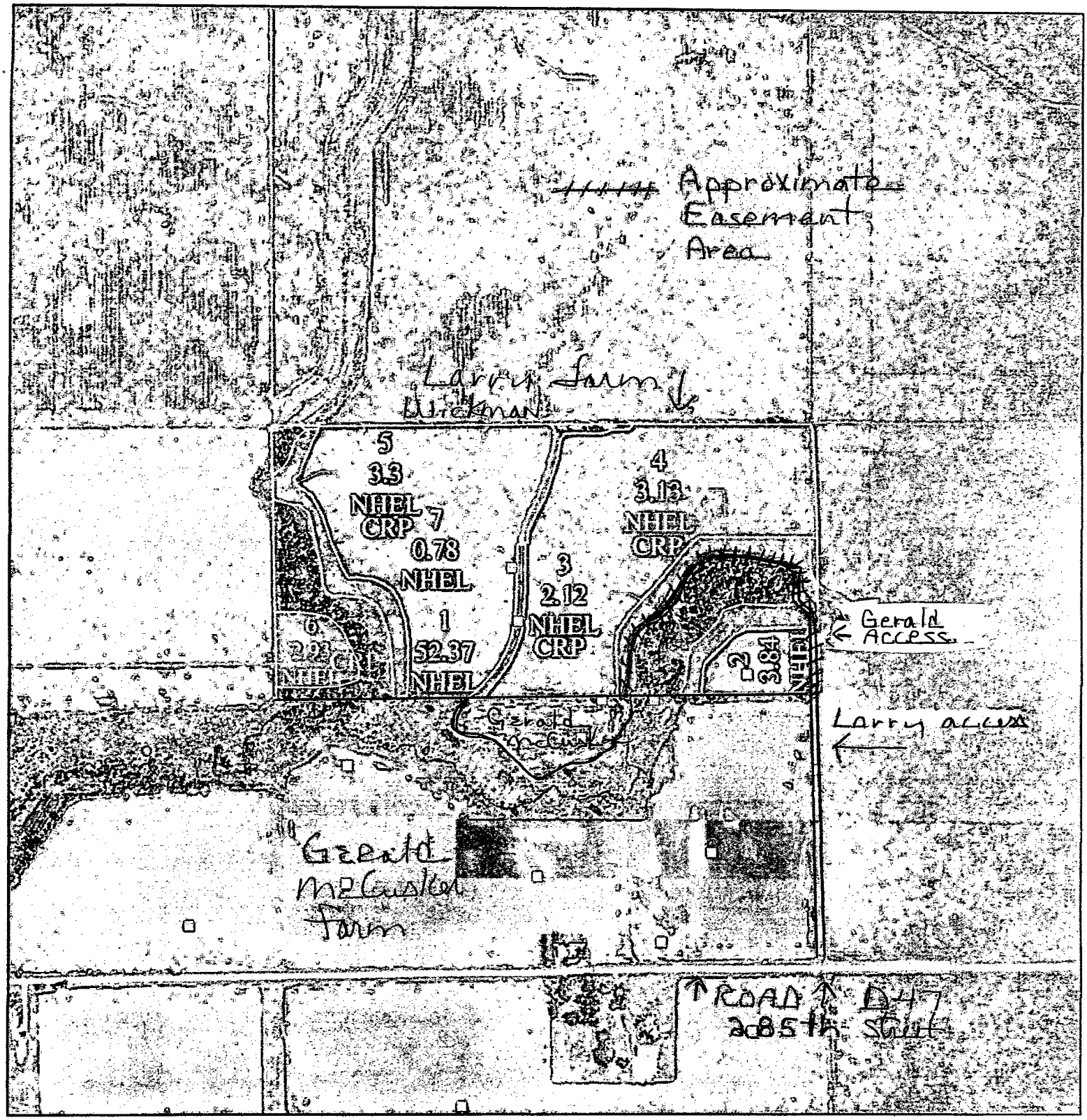
This record was acknowledged before me on this 13 day of October, 2016, by Gerald R. McCusker.




Laura A Fuller
Notary Public

**Farm#4345**
**Tract #118**

Delaware County
Adams Twp - Sec 5




0 345 690 1,380 Feet

1 inch equals 660 feet

N

**Legend**

Field Boundary

**Wetland Determination**

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Prepared by Delaware Co FSA

Date Printed: September 12, 2007

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.