Env Hartwick Marina
Wendy Stender
23140 261st
Delhi IA 52223

Book 2017 Page 1062
Document 2017 1062 Type 03 006 Pages 4
Date 4/18/2017 Time 3:28:27PM
Rec Amt $22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and
Return To: Robert N. Downer, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222

X-88-61

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") as made and entered into as of the 17 day of April, 2017, by and between HARTWICK MARINA, INC., an Iowa corporation ("Grantor") and MARCHETA R. COOEY-LUX, individually, and MARCHETA R. COOEY-LUX and RALPH DOUGLAS COOEY as Trustees of the Trust U/W/O Archie W. Cooey, Jr., deceased (collectively the "Grantees").

RECITALS:

A. Grantor owns that certain real property described as Lot 2, Hartwick Lake Club North Fifth Subdivision, according to the Plat thereof recorded in Book 2015, Page 644, Records of the Recorder of Delaware County, Iowa.

B. The Grantor is in the process of acquiring from the Grantees Lot 4, Hartwick Lake Club North Sixth Subdivision, according to the Plat thereof recorded in Book 2017, Page 239, Records of the Recorder of Delaware County, Iowa. The above-described properties are hereby collectively referred to as the "Grantor Parcels."

C. Grantees are the owners of Lot 3, in said Hartwick Lake Club North Sixth Subdivision (the "Grantee Parcel") and desire, as a part of the consideration for the transfer of said Lot 4 by Grantees to Grantor, to obtain an access easement across those portions of the Grantor Parcels hereinafter described for purposes of access to the Grantee Parcel.

NOW THEREFORE, in consideration of the mutual covenants, agreements, stipulations and conditions herein contained, it is agreed as follows:

1. Grant of Access Easement. Grantor does hereby grant to Grantees and their successors in interest to the Grantee Parcel, and their respective tenants, subtenants, employees, licensees, agents and invitees, for the benefit of the Grantee Parcel, a non-exclusive easement over, upon and across the easement area depicted by dashed lines shown on said Lot 2 and Lot 4 upon the Plat of the said Hartwick Lake Club North Sixth Subdivision, for the purpose of vehicular and pedestrian access, ingress and egress to and from the Grantee Parcel.

2. Repairs. Grantees, at Grantees' sole expense, shall promptly repair any damage caused to the easement area as a result of the use of the easement area by Grantees, or their successors in interest to the Grantee Parcel, and their respective tenants, subtenants, employees, licensees, agents, contractors or invitees. For the avoidance of any doubt, Grantees acknowledge that Grantor has no obligation to maintain or repair the easement areas but Grantor shall not take any action with respect thereto which has the effect of impairing their use for the intended purposes, as herein set forth.

3. Attorney Fees, Costs. In the event suit is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in connection therewith, including but not limited to its court costs and reasonable attorney fees.

4. Binding Upon Successors and Assigns. Except as otherwise provided herein, this Agreement and all obligations and rights granted or conferred herein, shall run with the land and the rights, obligations and agreements hereto shall at all times inure to the benefit of and be binding upon Grantor and Grantees, and their respective successors, transferees and assigns, and shall run with the land.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, Grantor and Grantees have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

HARTWICK MARINA, INC.

By: _____
Chris Stender, President

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on this 18th day of April, 2017, by Chris Stender as President, of Hartwick Marina, Inc.

Linda J. Jay
Notary Public in and for the State of Iowa

LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2020

GRANTEES:

Marcheta R. Cooey-Lux
Marcheta R. Cooey-Lux, Individually

Marcheta R. Cooey-Lux
Marcheta R. Cooey-Lux

Ralph Douglas Cooey

TRUSTEES OF THE TRUST U/W/O ARCHIE W. COOEY, JR., Deceased

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on April 17, 2017, by Marcheta R. Cooey-Lux, individually and as a Trustee of the Trust U/W/O Archie W. Cooey, Jr., deceased.

Linda J. Jay
Notary Public in and for the State of Iowa

LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2020

STATE OF COLORADO)
) SS:
COUNTY OF ~~JEFFERSON~~ Boulder RAS)

On this 15 day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared Ralph Douglas Cooey, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as a Trustee of the Trust U/W/O Archie W. Cooey, Jr., Deceased, executed the instrument as the voluntary act and deed of the person and of the Trustee.

REBECCA SANGUINETTE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154045908
MY COMMISSION EXPIRES NOVEMBER 25, 2019

Notary Public in and for ~~the State of~~ Colorado