Book 2020 Page 4727
Document 2020 4727 Type 03 006 Pages 4
Date 12/21/2020 Time 3:37:17PM
Rec Amt $22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

2020-4628
2020-4703

2020-3014

Prepared By and Return To: Nathan D. Runde - #AT0001534,
2080 Southpark Court, Dubuque, IA 52003 (563) 582-2926

ACCESS EASEMENT BETWEEN ADJOINING LAND OWNERS

This Easement is made and entered into this 18 day of December, 2020 by and between Jon Wedewer and Darla Wedewer, husband and wife, (hereinafter referred to as "Wedewer"), Breanna Vaske, a single person (hereinafter referred to as "Vaske") and DAG, LLC, an Iowa Limited Liability Company, (hereinafter referred to as "DAG")

RECITALS:

WHEREAS, Wedewer is the owner of the real estate legally described as follows and hereinafter referred to as "Parcel 1":

Lot 28 of the Plat of Hartwick Lake club West Subdivision of Part of the South One-Half (S½) of Section Twenty-Four (24) and Part of the North One-Half (N ½) of Section Twenty-Five (25), all in Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40; also all lake frontage, running to the waterfront and then at right angles to the middle of Hartwick Lake, in respect to and adjoining said Lot Twenty Eight (28); also Parcel A – Part of the NE ¼ - NE ¼ Section 25 and Parcel B – Part of the SE ¼ - SE ¼ Section 24, All in T88N, R5W of the Fifth P.m., Delaware County, Iowa according to plat recorded in Book 6 Plats, Page 175 EXCEPT Parcel 2020-107, a part of Lot 28 of Hartwick Lake Club West Subdivision and Part of the SE ¼ - SE ¼ of Section 24 and Parcel 2020-108 a part of Lot 28 of Hartwick Lake Club West Subdivision and Part of the NE ¼ - NE ¼ of Section 25, all in T88N, R5W of the 5th P.M., Delaware County, Iowa; and

WHEREAS, Vaske owns the real estate legally described as follows, hereinafter referred to as "Parcel 2":

Parcel 2020-107, a part of Lot 28 of Hartwick Lake Club West Subdivision and Part of the SE ¼ - SE ¼ of Section 24 and Parcel 2020-108 a part of Lot 28 of Hartwick Lake Club West Subdivision and Part of the NE ¼ - NE ¼ of Section 25, all in T88N, R5W of the 5th P.M., Delaware County, Iowa

WHEREAS, DAG is the Lessee of real estate legally described as follows, hereinafter referred to as "Parcel 3":

Garage on land owned by Marcheta R. Cooey et al located on part of Lot Five (5) of Hartwick Lake Club West Third Subdivision Part Of The NE 1/4-NE 1/4 Of Sec. 25 & Part Of The SE 1/4-SE 1/4, Sec. 24, All In T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2014, Page

598, and locally known a 26000 216th Ave., Delhi, IA 52223; Parcel No. 000250250502609

WHEREAS, the parties agree to an easement to provides access from the property of DAG and Vaske across the adjacent property of Wedewer as more specifically described herein; and

WHEREAS, it is necessary and desirable that an easement agreement be in writing and that the rights and obligations of the lot owners be established with the intent that all future heirs, successors and assigns, by accepting Deed or title to the property described herein, accept the terms, restrictions, rights and obligations of this easement.

THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DAG and Vaske are hereby granted an exclusive perpetual easement across Parcel 1 over the West fifteen (15) feet of Parcel 1 to the water. Said Easement shall be for ingress and egress. DAG and Vaske may construct and maintain a stairway on said easement area. DAG and Vaske agree to be equally responsible for the costs of construction and maintenance of said stairway. No other structures may be placed on said easement area. DAG and Vaske and their successors and assigns, hereby release Wedewer of any and all claims of liability for the use, maintenance or construction of the stairway for themselves or their invitees.

2. The right of ingress and egress granted to the owners of Parcels 2 and 3 shall include the right of that lot owner and his/her tenants, servants, visitors, licensees, guest and invitees, successors in interest or assigns, on foot, for purposes of ingress and egress, to travel across the easement.

3. Wedewer further grants to DAG an easement across the waterfront beginning five (5) feet off the West property line of Parcel 1 to twenty (20) feet off the West property line of parcel 1 to build a dock. DAG is solely responsible for the costs of construction and maintenance of said stairway. No other structures may be placed on said easement area. DAG and their successors and assigns, hereby release Wedewer of any and all claims of liability for the use, maintenance or construction of the dock for themselves or their invitees.

4. Wedewer further grants to Vaske an easement across the waterfront beginning twenty (20) feet off the West property line of Parcel 1 to thirty-five (35) feet off the West property line of parcel 1 to build a dock. Vaske is solely responsible for the costs of construction and maintenance of said stairway. No other structures may be placed on said easement area. Vaske and their successors and assigns, hereby release Wedewer of any and all claims of liability for the use, maintenance or construction of the dock for themselves or their invitees.

5. All maintenance and replacement work shall be accomplished with the least amount of damage possible to surface, lawn or shrubbery. Upon completion of the required maintenance, the surface shall be restored as nearly as possible to the condition in which it was in prior to the commencement of such work.

6. Each party agrees to exercise reasonable care in the use of the easement premises so as not to cause more than normal wear and tear on the easement premises. Any damage caused to the easement premises beyond ordinary wear and tear caused by a party or by his or her tenants, servants, visitors, licensees, guests or invitees, or their successors in interest or assigns shall be promptly repaired by that party at his or her sole expense.

7. Any subsequent Lessee of Parcel 3 must sign a consent to be bound by this easement agreement in order to have the benefit of said easement.

8. This easement may be amended from time to time by agreement of the respective owners of the lots identified herein. To be effective, an amendment must be in writing and filed with the Delaware County Recorder.

9. These easements shall be a covenant running with the land and shall bind heirs, executors, administrators, agents, successors in interest or assigns of the owners of the property subject to this easement.

OWNERS OF PARCEL 1

Jon Wedewer

Darla Wedewer

OWNER OF PARCEL 2

Breanna Vaske

LESSEE OF PARCEL 3

Duane Vaske, Member of DAG, LLC

STATE OF IOWA)
) ss:
Delaware COUNTY)

This document was acknowledged before me on this 18 day of December, 2020 by Jon Wedewer and Darla Wedewer, husband and wife.

Notary Public in and for said state

SARAH ELIZABETH MAURER
Commission Number 779196
My Commission Expires
07-02-2022

STATE OF IOWA)
) ss:
Delaware COUNTY)

This document was acknowledged before me on this 18 day of December, 2020 by Breanna Vaske.



Sarah Elizabeth Maurer
Notary Public in and for said state

STATE OF IOWA)
) ss:
Delaware COUNTY)

This document was acknowledged before me on this 18 day of December, 2020 by Duane Vaske, Member of DAG, LLC.



Sarah Elizabeth Maurer
Notary Public in and for said state