Recorded: 3/18/2021 at 4:00:44.0 PM
County Recording Fee: $32.00
Iowa E-Filing Fee: $3.60
Combined Fee: $35.60
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 978

Prepared by/Return to: Maureen A. Gronstal, Bradley & Riley PC, P.O. Box 2804, Cedar Rapids, IA 52406-2804, (319) 363-0101, FAX (319) 363-9824

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into this 16th day of March, 2021, by and between PATRICIA HUCKER ("PAT"), a single person, and ANDREA HUCKER ("ANDREA"), a single person.

WHEREAS, PAT is the owner of a certain parcel of real property located in Delaware County, Iowa, legally described as follows:

See Attached Exhibit "A" ("PAT'S PROPERTY") and

WHEREAS, ANDREA is the owner of a certain parcel of real property located in Delaware County, Iowa, which real property adjoins PAT'S PROPERTY and is more particularly described as follows:

THE EAST 400' OF THE NE1/4 SE1/4 OF SECTION 29, TOWNSHIP 87 NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

("ANDREA'S PROPERTY")

WHEREAS, ANDREA'S PROPERTY is landlocked and PAT has agreed to grant ANDREA an access easement to allow passage to ANDREA'S PROPERTY.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Access Easement. PAT hereby grants to ANDREA, her successors and assigns, and any of her guests, invitees, tenants, and others having lawful access, a non-exclusive access easement for ingress and egress over, upon and across the existing dirt driveway and lane located on PAT'S PROPERTY (hereafter "EASEMENT AREA") for purposes of ingress and egress from southeast corner of PAT'S PROPERTY at 245th Street and going west along the lower edge of PAT'S PROPERTY to the southwest corner of Parcel 370280000400 and then going straight south from said southwest corner to the northeast corner of ANDREA'S PROPERTY. Said easement shall be 33' feet wide with the outside boundary running with the

boundary of PAT'S PROPERTY. See Exhibit "B" providing a visual representation of the EASEMENT AREA which is incorporated herein by reference.

2. No Limitations. Neither ANDREA, PAT, nor any of either owner's guests, invitees, tenants, or others shall block the EASEMENT AREA in any manner that would inhibit or prevent access or use of the EASEMENT AREA. No barricade or other divider may be constructed in the EASEMENT AREA. Except as provided herein, nothing in this Agreement shall prohibit or restrict PAT's use of her Property so long as such use does not prevent ANDREA's use of the EASEMENT AREA.

3. Maintenance & Repairs. ANDREA and the PAT shall equally share and pay costs for repairs and maintenance of the EASEMENT AREA. Except as provided below, if either ANDREA or the PAT incurs costs and expenses without the advance approval of the other, then the party who did not provide advance approval shall have no obligation to share in those unapproved costs and expenses.

(a) The party desiring the maintenance of and repair to or replacement of the EASEMENT AREA shall provide written notice to the other owner describing the work to be done at least fifteen (15) days prior to the commencement of the proposed maintenance, repair or replacement and shall include an estimate of the cost and expense of such proposed work. A decision to maintain, repair, or replace the Access Area shall be made by both ANDREA and the PAT. ANDREA and the PAT shall mutually agree upon the timing, nature, method, and extent of the necessary repairs and maintenance to the EASEMENT AREA.

(b) If reasonable costs and expenses are incurred in accordance with the procedures set forth above, the owner who incurs such costs and expenses shall provide copies of statements or other reasonable documentary evidence of such costs and expenses to the other owner. The recipient owner shall have forty-five (45) days from delivery of such statements or other reasonable documentary evidence to reimburse the sending owner for the recipient owner's share of the reasonable costs and expense incurred in accordance with the procedures set forth above.

4. Snow Removal. The total reasonable costs and expenses for removal of snow and other frozen precipitation from the EASEMENT AREA shall be borne by PAT.

5. Indemnification. ANDREA agrees, with respect to her use of the easement granted in this Agreement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold PAT harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to its use, or its personal guests' use, of the easement granted in this Agreement.

6. Covenant Running With Land. This Agreement shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, shall not be separated from the land and shall be perpetual in

duration unless terminated as provided herein or by written agreement of the parties or their respective successors and assigns.

7. Enforcement. The owners of either parcel may bring an action at law or in equity to enforce the terms and conditions of this Easement Agreement, to recover damages, including reasonable attorney's fees, expenses, and costs, including court costs, and to seek any other remedy as may be permitted by law.

8. Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by ANDREA and PAT, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.

9. Governing Law. This Agreement shall be governed by Iowa law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the parties have executed this Easement Agreement as of the date first written above.

Patricia A. Hucker
PATRICIA HUCKER

Andrea Hucker
ANDREA HUCKER

STATE OF IOWA)
) SS:
COUNTY OF JONES)

This instrument was acknowledged before me this 16th day of March, 2021, by PATRICIA HUCKER.

Cheryl Peters
Notary Public in and for the State of Iowa

CHERYL PETERS
Commission Number 197212
My Commission Expires
7-2-22

STATE OF IOWA)
) SS:
COUNTY OF JONES)

This instrument was acknowledged before me this 16th day of March, 2021, by ANDREA HUCKER.

Cheryl Peters
Notary Public in and for the State of Iowa

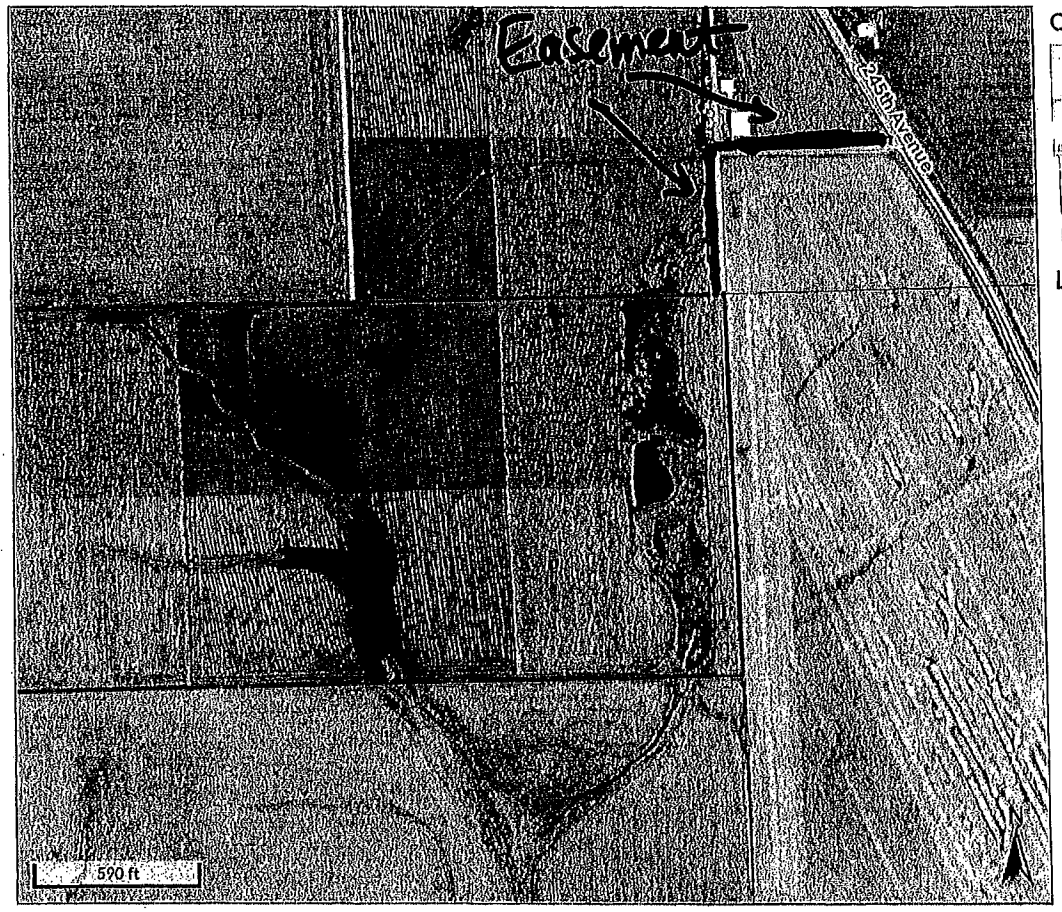
CHERYL PETERS
Commission Number 197212
My Commission Expires
7-2-22

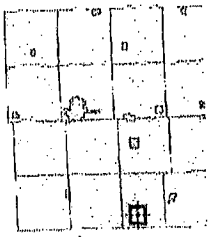
EXHIBIT "A"

The North one-half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty Nine (29), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., and all that part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty Eight (28), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M. described as commencing at the Northwest corner of said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of said Section Twenty Eight (28), thence East twelve (12) rods to the Anamosa and Garnavillo State Road, thence Southeasterly along said road sixty (60) rods, thence West to the West line of said Section Twenty Eight (28), thence North to the place of beginning, except the East 400' of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of said Section Twenty Nine (29), Delaware County, Iowa

EXHIBIT B

Beacon™ Delaware County, IA





Legend

- Corporate Limits
- Political Township

Parcels

- BLL
- Parcel

Roads

Parcel ID	370290001600	Alternate ID	n/a	Owner Address	Hucker, Christopher S & Andrea
Sec/Twp/Rng	29-87-4	Class	A		209 3rd St NW
Property Address		Acreage	80		Hopkinton, IA 52237
District	UNION MAQ VALLEY				
Brief Tax Description	N 1/2 SE (Note: Not to be used on legal documents)				

Disclaimer: All critical information should be independently verified. If you have questions about this site please contact either the Delaware County Auditor's Office at 563 927-4701 or the Delaware County Assessor's Office at 563 927-2526

Date created: 1/26/2021
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