



Book 2021 Page 4135

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Info: Douglas D. Herman, Lynch Dallas, P.C. 526 2nd Ave. SE, Cedar Rapids, IA 52410 319.365.9101

X Return To: Same as above.

EASEMENT AGREEMENT

For one dollar (\$1.00) and other valuable consideration received, Kelly D. Salow, a single person, Grantor, does hereby grant to James H. Willey and Becky A. Willey, Grantee, a perpetual easement as described below, and the Parties do hereby agree to the following terms and provisions related thereto.

Grantor's Property

Parcel 2021-36, Part of the NE ¼ - SE ¼ of Section Fourteen 14, Township eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa containing 0.25 acres, subject to easements of record. The Plat of Survey to Parcel 2021-36 having been recorded with the Delaware County, Iowa Recorder on April 19, 2021, in Book 2021 Page 1398.

And

Lot 5 of Willey's Woods Subdivision as described in the Final Plat of Willey's Woods Subdivision dated December 21, 2020, and filed of record on January 29, 2021, in Book 2021 Page 404 records of the Delaware County Recorder.

Grantee's Property

Parcel 2021-35, Part of the NE ¼ - SE ¼. of Section Fourteen 14, Township eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa containing 0.01 acres, subject to easements of record, and all lake frontage adjacent to Parcel 2021-35 as more fully described in a Quit Claim Deed dated May 17, 2009, and recorded in Book 2010 Page 206, records of the Delaware County, Iowa Recorder. The Plat of Survey to Parcel 2021-35 having been recorded with the Delaware County, Iowa Recorder on April 19, 2021, in Book 2021 Page 1398.

And

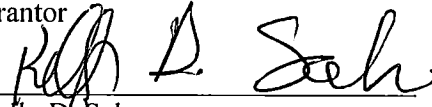
Lot 2, 2A, 3, 3A, and 4 of Willey's Woods Subdivision as described in the Final Plat of Willey's Woods Subdivision dated December 21, 2020, and filed of record on January 29, 2021, in Book 2021 Page 404 records of the Delaware County Recorder.

The easement granted is perpetual, shall run with the land, and shall be binding upon the Grantor, Grantee, and their successors and assigns. The Parties do hereby agree to the following terms and provisions:

1. Purpose / Location: This easement is for purposes of ingress and egress only over a 20' wide strip of land, located on Grantor's property as described above, for the benefit of Grantee and their successors, to access Grantee's Property, as described above, subject to the terms and provisions set forth below. Said easement being set forth and shown within the Plat of Survey to Parcel 2021-34, Part of the NW ¼ - SE ¼ & Part of the SW ¼ - SE ¼, Parcel 2021-35, Part of the SW ¼ - SE ¼, Parcel 2021-36, Part of the NE ¼ - SE ¼, Parcel 2021-37, Part of the NE ¼ - SE ¼, All in Sec. 14, T88N, R5W of the Fifth P.M. Delaware County, Iowa, said Plat of Survey having been recorded with the Delaware County, Iowa Recorder on April 19, 2021, in Book 2021 Page 1398. The portion of the Easement located on Lot 5 of Willey's Woods Subdivision is set forth within the Final Plat of Willey's Woods Subdivision dated December 21, 2020, and filed of record on January 29, 2021, in Book 2021 Page 404 records of the Delaware County Recorder.
2. Non-Exclusivity: Grantee, their successors, assigns and invitees, shall be entitled to use the easement for the purposes identified above to access Lots 2 and 2A. Grantee, their successors, assigns, and invitees shall be entitled to use the easement for the purposes identified above to access Lots 3, 3A, 4 and Parcel 2021-35, however, said rights are subject to the requirements set out in Paragraph 5 below. Grantee shall have no power to grant others the right to use the easement area; the use of the easement being specifically limited to the Grantee's property described previously herein. Grantor, however, shall be permitted to grant others ingress and egress rights and privileges consistent with the terms and provisions hereof. In the event that any other person or entity is granted easement rights, or connects to the easement area with a driveway not in existence at the entry hereof, they shall share equally in Maintenance/Upgrade costs consistent with the below terms.
3. Maintenance / Upgrade: Maintenance, care, construction and upgrades to the driveway located over the easement, now or hereafter, shall be shared equally by the Grantor, Grantee, and any others, if any, granted easement rights or otherwise connecting to the easement with a driveway in the future, consistent with the following terms and provisions:
 - a. General Maintenance/Care/Improvement: Any party may perform maintenance, care or improvements or arrange for same by another, to the driveway without the prior permission of another but in that event the other party(ies) shall have no obligation to reimburse or otherwise share in the costs.
 - b. Construction/Upgrades to Driveway: The parties agree that the existing driveway is gravel and will remain gravel unless the parties agree in writing to an upgrade to the surface of said driveway to asphalt, PCC, or other similar permanent dust free pavement.
4. Limited Use: This easement is for residential use only. No semi-trailers or straight trucks over 30' in length shall be allowed thereon except for the purpose of delivery or collection of items on an irregular basis.
5. Driveway Access to Easement: No driveway, not presently in place, may be constructed or used to directly access the easement without the Grantee, or their successors and/or assigns, agreeing to the manner of driveway construction and connection to the easement area with the Grantor, in writing and in advance of said connection. Storm water runoff shall be considered, in addition to other reasonable factors, in designing and installing any connection. The Grantor, and/or

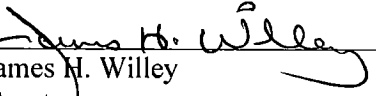
Grantor's assigns, shall not unreasonably deny a request for such a driveway connection.
(Addendum A hereto shows the location of driveways existing at the approval of this agreement.)

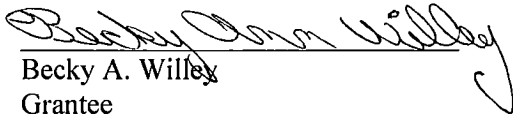
Dated this 15th day of October 2021.

Grantor

Kelly D. Salow

Dated this 30th day of November 2021.

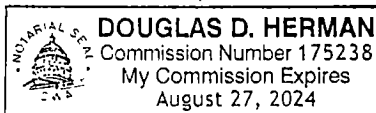
Grantee

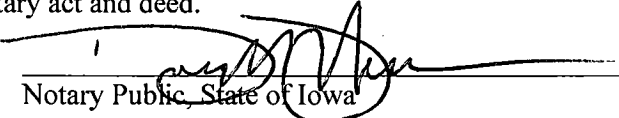

James H. Willey
Grantee


Becky A. Willey
Grantee

State of Iowa)
)§
County of Delaware)

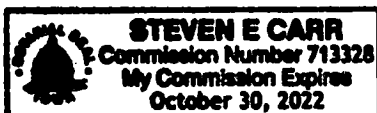
On this 15th day of October 2021, before me, the undersigned a Notary Public in and for said County and State, personally appeared Kelly D. Salow, to me know to be the identical person named herein, who executed the above and foregoing document, acknowledging that the execution of same was an expression of his voluntary act and deed.

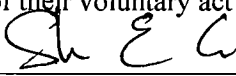



Notary Public, State of Iowa

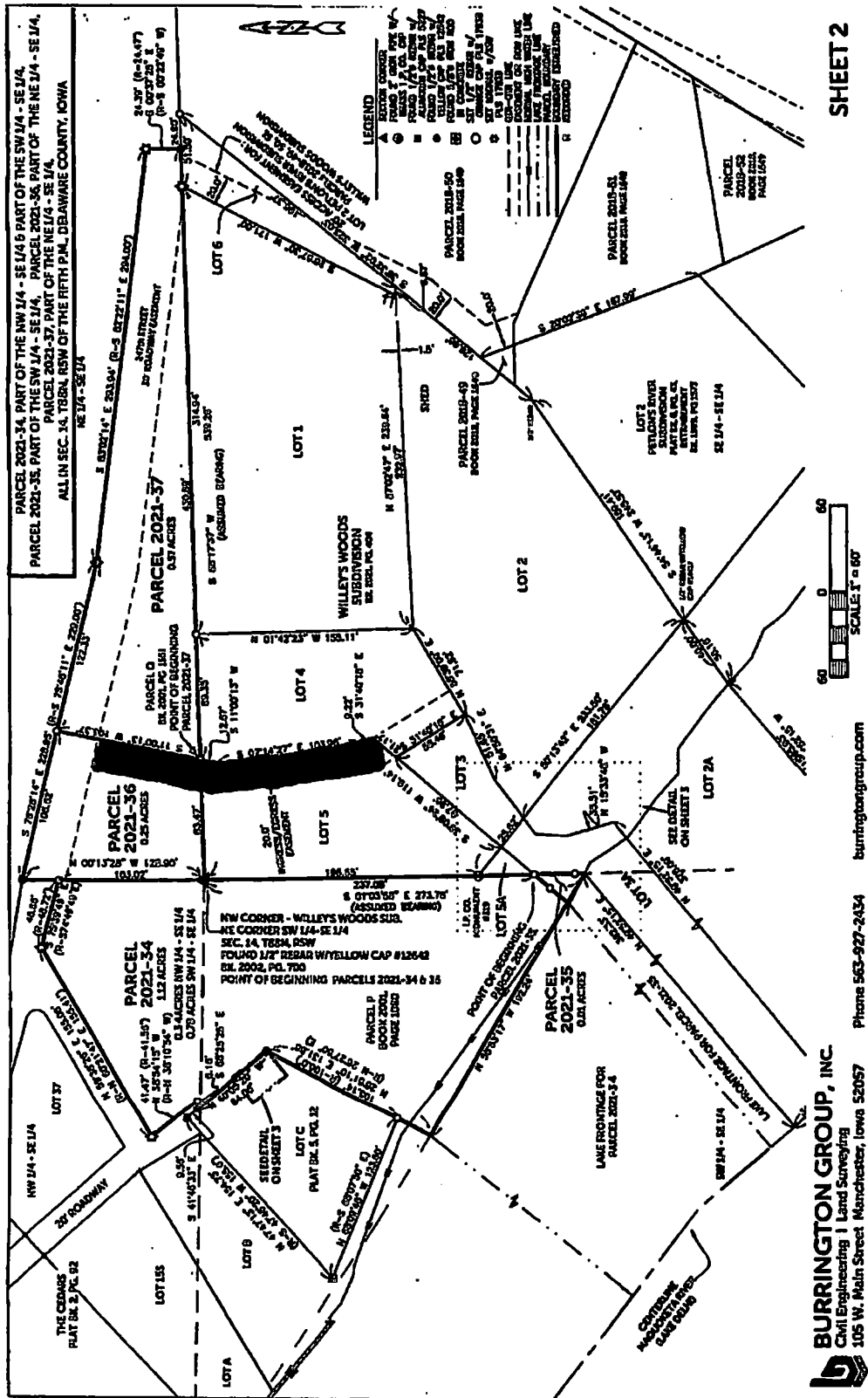
State of Iowa)
)§
County of Delaware)

On this 30th day of November 2021, before me, the undersigned a Notary Public in and for said County and State, personally appeared James H. Willey and Becky A. Willey, to me know to be the identical persons named herein, who executed the above and foregoing document, acknowledging that the execution of same was an expression of their voluntary act and deed.




Notary Public, State of Iowa

Addendum "A"



SHEET 2

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057

burningbongroup.com

Phone 563-927-2434

52057