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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared By and Return to: Samuel M. DeGree, Drake Law Firm, P.C., 300 Main Street, Suite 323, Dubuque, IA 52001 (563) 582-2000

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 30<sup>th</sup> day of May, 2024, by James H. Willey and Becky A. Willey ("Willey").

### RECITALS

A. Willey is the owner of a tract of land legally described as :

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. (hereinafter referred to as "Parcel A").

B. Willey is also the owner of a tract of land legally described as:

Parcel 2022-72 and Parcel 2022-73 as described in the Plat of Survey dated May 24, 2022 and filed of record May 25, 2022, in Book 2022 Page 1668 records of the Delaware County Recorder (hereinafter referred to as "Parcel B").

C. Parcel B contains a well currently serving buildings located on Parcel A, and Willey desires to establish an easement preserving the rights of the owners of Parcel A to access the well located on Parcel B upon certain terms and conditions;

D. A 20-foot-wide access easement over a portion of Parcel B serving Parcel A and other properties is depicted on the Plat of Parcel 2022-72 and Parcel 2022-73, and Willey desires to set forth certain terms and conditions relating to such access easement (hereinafter the "Access Easement").

## AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Willey does hereby declare the existence of the following easements:

1. **Water and Well Easement.** The Owner of Parcel A shall have the perpetual right to draw water from the well located on Parcel B. Only in the event that the Owner of Parcel B chooses to use water from the well shall both parties split equally the cost of maintenance and repair of the well, and the Owners of Parcel A shall have an easement to access Parcel B to the extent necessary to perform maintenance or repair of the well or connections thereto. To avoid any doubt, unless and until the Owner of Parcel B uses water from the well, then the Owner of Parcel A shall be solely liable to perform and pay all costs associated with the maintenance or repair of the well and connections thereto. The Owner of Parcel B shall keep the building housing the well equipment heated to a sufficient degree to prevent damage to the well and connections thereto and provide the electricity for the operation of the well. The Owner of Parcel A shall pay to the Owner of Parcel B the sum of \$10 per month to contribute to such heating and electricity costs. But in the event of any outage caused by, without limitation, an Act of God or an event not caused by the negligence of the Owner of Parcel B, the Owner of Parcel A is liable for any resulting damage sustained to the well and connections thereto.

2. **Access Easement.** The owner of Parcel A shall have the perpetual right to use the 20-foot-wide access easement depicted on the Plat of Survey filed in Book 2022 Page 1668 in the records of the Delaware County Recorder. The owner of Parcel B shall be responsible for the maintenance and repair of the access easement but only where such access easement crosses onto Parcel B.

3. **Binding Effect.** This Agreement, and all the rights, obligations, easements, covenants, burdens, restrictions, uses, and privileges contained herein are appurtenant to Parcel A and Parcel B, shall run with each such Parcel, and shall bind and inure to the benefit of the owners of each Parcel, and their respective representatives, heirs, successors and assigns.

4. **Amendment and Termination.** All of the covenants, agreements, rights, duties, interests and benefits created hereby or contained herein may only be terminated or amended, in whole or in part, by written agreement executed by the then owners of Parcel A and Parcel B.

5. **Applicable Law.** This Agreement shall be governed by the laws of the State of Iowa. If any of the provisions contained herein shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any event affect any of the other provisions contained herein and such other provisions shall be valid and enforceable to the fullest extent permitted by law.

6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties regarding such subject matter.

[Signature Page to Follow]

James H. Willey  
James H. Willey

Becky A. Willey  
Becky A. Willey

STATE OF IOWA )  
COUNTY OF Dixon ) ss:

On this 30<sup>th</sup> day of May 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James H. Willey and Becky A. Willey to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]  
Notary Public in and for the State of Iowa

