



Book 2024 Page 1619

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by/Return to: Jane E. Hanson	401 East Main Street,	Manchester, Iowa 52057	(563) 927-5920
Individual's Name	Street Address	City	Phone

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement is made and entered into this 17th day of May, 2024, by and between PATRICIA HUCKER ("PAT"), a single person, and NICHOLAS JOHN HUCKER ("NICHOLAS"), a married person.

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

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

("PAT'S PROPERTY") and

WHEREAS, NICHOLAS 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:

Parcel 2024-11 part of the SE ¼ - NE ¼ in Section 29, T87N, R4W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2024, Page 423.

("NICHOLAS'S PROPERTY")

WHEREAS, NICHOLAS'S PROPERTY is landlocked and PAT has agreed to grant NICHOLAS an access easement to allow passage to NICHOLAS'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 NICHOLAS, his successors and assigns, and any of his 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 southerly boundary of PAT'S PROPERTY to the southwest corner of the following portion of Pat's real estate:

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

and then travelling North from said southwest corner to the southeast corner of NICHOLAS'S PROPERTY. Said easement shall be 30' to 33' feet wide as shown on Exhibit "A" which is incorporated herein by reference. NICHOLAS, his successors and assigns, agree that this easement area shall be used in conjunction with all other parties lawfully using any portion of the Easement Area.

2. No Limitations. Neither NICHOLAS, 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 NICHOLAS'S use of the EASEMENT AREA.

3. Maintenance & Repairs. NICHOLAS and PAT shall equally share and pay costs for repairs and maintenance of the EASEMENT AREA along with any other party lawfully using the Easement Area. Except as provided below, if either NICHOLAS or 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 Easement Area shall be made by both NICHOLAS and PAT. NICHOLAS and 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 NICHOLAS.

5. Indemnification. NICHOLAS agrees, with respect to his use of the easement granted in this Agreement, to comply with all laws, rules and 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 judgements (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 Access 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. Change, 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 NICHOLAS and PAT, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

9. 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.

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

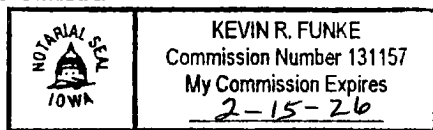
IN WITNESS HEREOF, the parties have executed this Easement Agreement as of the date first written above.

Patricia A. Huber
PATRICIA HUCKER

Nicholas John Huber
NICHOLAS JOHN HUCKER

STATE OF IOWA)
)SS:
COUNTY OF DELAWARE)

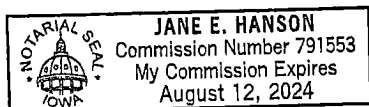
This instrument was acknowledged before me this 25th day of JUNE, 2024, by PATRICIA HUCKER.



Kevin R. Funke
Notary Public in and for the State of Iowa

STATE OF IOWA)
)SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me this 17th day of May, 2024, by NICHOLAS JOHN HUCKER.



Jane E. Hanson
Notary Public in and for the State of Iowa

COUNTY: DELAWARE
 SECTION 29, T 87 N, R 4 W
 ALIQUOT PART: SE 1/4 - NE 1/4

CITY:
 SURVEY: PARCEL 2024-11
 BLOCK: LOTS:
 PROPRIETOR: PATRICIA HUCKER a/k/a PATRICIA ANN HUCKER
 CONTRACT: NICHOLAS JOHN HUCKER
 REQUESTED BY: NICHOLAS JOHN HUCKER
 SURVEYOR: RANDALL L. RATTENBORG
 COMPANY: BURRINGTON, GROUP, INC.
 105 W. MAIN STREET, MANCHESTER, IA 52057
 INFO@BURRINGTONGROUP.COM 563-927-2434

FILED
 Delaware Co. Assessor
 FEB 23 2024

Book 2024 Page 423
 Document 2024 423 Type 06 002 Pages 1
 Date 2/23/2024 Time 12:52:00PM
 Rec Amt \$7.00

FILED
 Delaware Co. Auditor
 FEB 23 2024

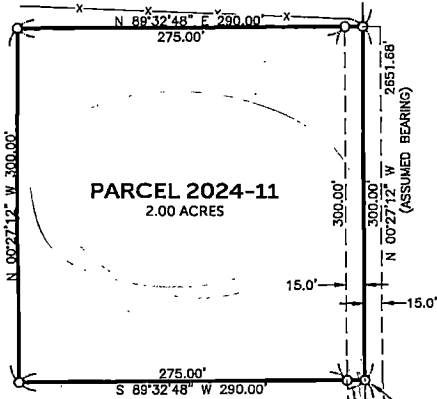
Daneen Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

PLAT OF SURVEY

PARCEL 2024-11
 PART OF THE SE 1/4-NE 1/4 IN SECTION 29, T87N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

NE CORNER
 SEC. 29, T87N, R4W
 SET 1/2" REBAR W/ORANGE CAP #17939

SE 1/4 - NE 1/4
 SEC. 29, T87N, R4W



LEGAL DESCRIPTION:

PARCEL 2024-11, Part of the SE 1/4 of the NE 1/4 of Section 29, T87N, R4W of the 5th Principal Meridian, Delaware County, Iowa, containing 2.00 acres, subject to easements of record, and more particularly described by metes and bounds as follows:

- BEGINNING** at the east quarter corner of Section 29, T87N, R4W of the 5th Principal Meridian, Delaware County, Iowa;
- THENCE** along the easterly line of the NE 1/4 of said Section 29, North 00° 27' 12" West (assumed bearing), 725.00 feet to the **POINT OF BEGINNING**;
- THENCE** South 89° 32' 48" West, 290.00 feet;
- THENCE** North 00° 27' 12" West, 300.00 feet;
- THENCE** North 89° 32' 48" East, 290.00 feet, to the easterly line of the NE 1/4 of said Section 29;
- THENCE** along said easterly line, South 00° 27' 12" East, 300.00 feet to the **POINT OF BEGINNING**.

POINT OF BEGINNING
 PARCEL 2024-11

SW 1/4 - NW 1/4
 SEC. 28, T87N, R4W

COUNTY ROAD X-31-245th AVENUE

33' ACCESS EASEMENT -- BOOK 2021, PAGE 978

E 1/4 CORNER
 SEC. 29, T87N, R4W
 SET 1/2" REBAR W/ORANGE CAP #17939

SURVEYED ON: 2/14/2024
 SURVEY REQUESTED BY: NICHOLAS JOHN HUCKER

Q:\Civil3D_Survey\GPS Box 61\GPS Box 61\ARCS 2024.dwg

PROPRIETORS: **PATRICIA HUCKER a/k/a PATRICIA ANN HUCKER**
 CONTRACT: **NICHOLAS JOHN HUCKER**

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PROJECT NO. 24-007

SCALE: 1" = 100'

DATE: 2/15/2024

DRAWN BY: RLR

CHECKED BY: DDK

GPS BOX: 61

SHEET 1 OF 1

RANDALL L. RATTENBORG P.L.S. LIC. #17939
 MY LICENSE RENEWAL DATE: DECEMBER 31, 2025

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

LEGEND

- ▲ SECTION CORNER
- SET 1/2" REBAR w/ ORANGE CAP PLS 17939
- SECTION LINE
- QUARTER LINE
- QTR-QTR. LINE
- FENCE LINE
- CENTER LINE
- EASEMENT OR ROW LINE
- PARCEL BOUNDARY
- BOUNDARY ESTABLISHED
- R RECORDED

100 0 100

SCALE: 1" = 100'

PROFESSIONAL LAND SURVEYOR
 RANDALL L. RATTENBORG
 17939
 IOWA

SHEETS COVERED BY THIS SEAL: THIS SHEET

Exhibit A