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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 October, 2024, by James H. Willey and Becky A. Willey ("Willey").

RECITALS

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

Lots 3, 3A, 4, and 6 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; and Parcels 2024-45, 2024-46, and 2024-47, as described in the Plat filed July 2, 2024 in Book 2024 Page 1536 in the 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 2024-48 as described in the Plat filed July 2, 2024 in Book 2024 Page 1536 in the records of the Delaware County Recorder (hereinafter referred to as "Parcel B").

C. Willey would like to establish an easement over Parcel A and B, in favor of Parcel A, permitting access to Lake Delhi frontage in Parcel B, including the placement of docks and boat lifts for private, non-commercial use according to guidelines by governing authorities and temporary short term parking on Parcel B, and desires to set forth certain terms and conditions relating to such easement;

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements

James H. Willey  
20752  
Delhi, IA 52002

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. **Access Easement.** The owner of Parcel A or any part thereof shall have the perpetual right to use established roads, driveways, and pathways through Parcel A and Parcel B for convenience and access to Lake Delhi frontage, including placement of docks and boat lifts for private, non-commercial use according to guidelines by governing authorities and temporary short term parking on Parcel B. The owner of Parcel A or any part thereof shall be responsible for the maintenance of any such roads, driveways, and pathways on such owner's property.

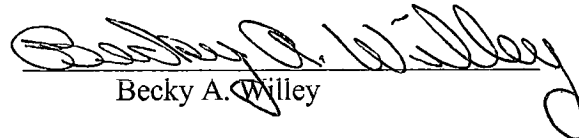
2. **Binding Effect.** This Agreement, and all the rights, obligations, easements, covenants, burdens, restrictions, uses, and privileges contained herein are appurtenant to Parcel A and Parcel B, shall run with each such Parcel, and shall bind and inure to the benefit of the owners of each Parcel, and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

3. **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.

4. **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.

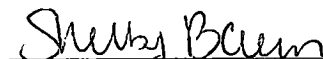
5. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties regarding such subject matter.

  
James H. Willey

  
Becky A. Willey

STATE OF IOWA )  
COUNTY OF Delaware ) ss:

On this 30 day of October 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.

  
Notary Public in and for the State of Iowa

