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DELAWARE COUNTY IOWA

2000

Prepared by: Tom Jenk, P.O. Box 304, Dyersville, Iowa 52040-0304 (319) 875-9112

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY

THIS AGREEMENT made and entered into this 11th day of August, 2000 by and between Bernard Leroy Freitager and Brenda L. Freitager, husband and wife, Ina Lois Pape and Jerome Pape, wife and husband, and John Neal Freitager and Florence L. Freitager, husband and wife, parties of the First Part, and Duane Thole and Mary B. Thole, husband and wife, parties of the Second Part.

That Lots 1 through and including 8 of Hickory Hills Estates, a Subdivision of Lot One (1) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), Section Twenty-Five (25), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa are owned by the Parties of the First Part.

That Lot 9 of Hickory Hills Estates, a Subdivision of Lot One (1) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), Section Twenty-Five (25), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, is owned by the Parties of the Second Part.

WHEREAS, the parties of the First Part and Second Part desire a permanent easement for construction, maintenance and use and right of way for roadway purposes to Easement A granting total ingress and egress to Lots 1 through and including 8, and to Lot 9 of Hickory Hills Estates, and the property of the Second Party West of said Easement B. That the parties of the First Part are to retain and reserve a permanent right to said Easement A for use of said roadway for the purpose of ingress and egress to and upon Lots 1 through and including 8, and the parties of the Second Part are reserving said perpetual right to same use of such roadway for the purpose of ingress and egress into Easement B and into Lot 9 of Hickory Hills Estates and property of the second part West of easement.

It is further agreed that the cost of construction of that portion of Stone Briar Lane known as Easement "A" which shall be 22' wide across Easement A shall be constructed and paid by the Party of the First Part, with the agreement that the maintenance of said street shall be shared equally on a pro rata basis between Lots 1 through and including 9.

That construction of Easement A shall be 22' wide or as wide as Stone Briar Court street, whichever is greater, and said construction of Easement A shall be constructed at the same time as construction of Stone Briar Court street is constructed.

That construction and maintenance of Easement B shall solely be the responsibility of the Parties of the Second Part.

That the Parties of the First Part and the Second Part have as of this date and by these presence hereby grant, buy, sell, convey and transfer and deliver unto each, the Parties of the First Part to the Parties of the Second Part, and the Parties of the Second Part to the Parties of the First Part, a permanent easement and right of way to Lots 1 through 9 of Hickory Hills Estates for the following purposes:

A. The right to jointly enter upon Easement A, the Parties of the First Part and Parties of the Second Part, to grade, level, fill, drain, pave, build, maintain, repair, and rebuild Easement A at the joint expense of the First and Second Parties, for road purposes for ingress and egress to Lots 1 through and including 9 of Hickory Hills Estates, and the right of the Second Party (Tholes) the right to construct, grade, level, fill, drain, pave, build, maintain, repair, and rebuild said roadways across Easement B at the Second Party's sole expense for construction and maintenance.

B. That the Parties of the First Part hereby agree that the construction and maintenance costs of the street known as Stone Briar Court shall be entirely that of the Parties of the First Part, and that the maintenance of said Stone Briar Court shall be equally shared eight ways by Lots 1 through and including 8 after original construction of said street. The parties and owners of Lots 1 through 8 agree to share with the labor and materials used in the reconstruction, repair, and maintenance thereof.

C. That construction of the roadway across Easement A and Stone Briar Court shall be completed by October 1, 2001.

D. That the Parties of the First Part shall issue, within sixty (60) days of the labor and materials used in the reconstruction, repair and maintenance and the cost of same, a bill to lot owners 1 through 9 equally, and that said payment shall be made within thirty (30) days and/or it is agreeable that said assessment can be and will be sent to the Delaware County Treasurer's Office and said assessment/lien will be recorded against said real estate (lot) until said assessment for the reconstruction, repair and maintenance is paid. That the owners of said real estate shall agree to share pro rata with the parties herein in continual repair and maintenance and/or reconstruction of said street known as Stone Briar Court.

That the above agreement is the agreement of the parties and is binding between the parties of the First Part and the parties of the Second Part, their heirs, executors, administrators, agents or assigns.

s

PARTIES OF THE FIRST PART:

Bernard Leroy Freitager

Brenda L. Freitager

Ina Lois Pape

Jerome Pape

John Neal Freitager

Florence L. Freitager

PARTIES OF THE SECOND PART:

Duane Thole

Mary B. Thole

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 11th day of August, 2000 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bernard Leroy Freitager and Brenda L. Freitager, husband and wife; Ina Lois Pape and Jerome Pape, wife and husband; and Duane Thole and Mary B. Thole, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
TOM JENK
MY COMMISSION EXPIRES
SEPTEMBER 15, 2000

Notary Public in and for the State of Iowa

STATE OF MINNESOTA)
) ss:
COUNTY OF Anoka)

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On this 1 day of ~~July~~, 2000, before me, the undersigned, a Notary Public in and for the State of Minnesota personally appeared John Neal Freitager and Florence L. Freitager, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed ~~the~~ same as their voluntary act and deed.

DWIGHT J. POLLARD
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2005

Notary Public in and for the State of Minnesota