Sherri Pasker
812 E. Howard St.
Manchester, IA 52057

DELAWARE COUNTY IOWA
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DEBORAH L. HEYTON
DELAWARE CO. RECORDER
6.00

Prepared by Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636

MAINTENANCE EASEMENT

This agreement made this 10 day of APRIL, 2002, by and between Charles J. Pasker and Sherri Pasker, husband and wife, Parties of the First Part, and Jay A. VanderWilt and Jill A. VanderWilt, Parties of the Second Part.

WHEREAS, the party of the first part wishes to build a garage with a one-foot set back on their West property line, said structure being on the property of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

The East ½ of North ½ of West 130.35 feet of Lot 16, Iowa Land Company's Addition to Manchester, Iowa, according to Plat recorded in Book 4, L.D., Pages 484-485

AND WHEREAS, the said structure has a one-foot set back on the West property line of the party of the first part and the East property line of the party of the second part;

AND WHEREAS, the Board of Adjustment of the City of Manchester, Iowa, requires that parties enter into an agreement regarding the erection of said structure on the property of the party of the first part due to the fact said structure is only one foot from the property of the party of the second part.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and in consideration of the mutual benefits to be gained by the parties, it is agreed as follows:

1. That said structure may be built one foot from the property line of both parties. That said structure shall be erected and maintained solely at the expense of the party of the first part.
2. That the party of the second part agrees to allow the party of the first part an easement on the easterly 5 feet of their property for the construction and maintenance of aforementioned garage.
3. That the party of the first part shall repair and/or restore all damage to the property of the party of the second part that may occur while using the property of the party of the second part.
4. That the party of the first part shall hold the party of the second part and their agents harmless from any and all liability, claims or suits for damages with respect to any claims, demands, or causes of action of any kind or nature with respect to said structure.
5. That this said written agreement shall be binding upon the parties to this agreement, their successors and assigns, and shall run with the land so long as the said structure remains in place.

PARTIES OF THE FIRST PART

Charles J. Pasker

Charles J. Pasker

Sherri Pasker

Sherri Pasker

PARTIES OF THE SECOND PART

Jay A. VanderWilt

Jay A. VanderWilt

Jill A. VanderWilt

Jill A. VanderWilt

State of Iowa)
) ss:
County of Delaware)

On this 10 day of April, 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Charles J. Pasker and Sherri Pasker, husband and wife and Jay A. VanderWilt and Jill A. Vanderwilt, husband and wife, to me personally 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
SUZON M. SCHIPPER
Commission Number 706367
MY COMM. EXP. OCT. 20, 2003

Suzon M. Schipper

Notary Public in and for the
State of Iowa