DELAWARE COUNTY IOWA
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DEBORAH L. PETTON
DELAWARE CO RECORDER
17.00

Michael + Kerri Reuter
31703 Ridge Rd
Sherrill IA
52073

Prepared by: Joseph J. Bitter, 485 Locust St., Dubuque, IA, 52001 - Phone No: 563-588-4608

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of July, 2004, by and between MICHAEL J. REUTER and KERRY A. REUTER, husband and wife, **(Reuter)**; and DAVID D. SUNNE and JULIE SUNNE, husband and wife, **(Sunne)**.

1. Sunne is the owner of real estate legally described as:

The Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the North 14 acres of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), all in Section Eleven (11), Township Ninety (90) North, Range Six (6), West of the Fifth P.M., in Delaware County, Iowa;

2. Reuter owns property legally described as:

The North one-half (N½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼); and the North one-half (N½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼); all in Section Eleven (11), Township Ninety (90) North, Range Six (6), West of the Fifth P.M., in Delaware County, Iowa.

3. The properties described above are shown on a Plat filed in the Office of the Delaware County Recorder on the 6th day of July, 2004, in Book 2004 page 2493, records of Delaware County, Iowa

4. The herein described properties all have their access to 110th Street, which is shown on the herein described Plat, and which runs generally East and West. The Reuter property does not front upon nor is it adjacent to any public road. It is therefore necessary for Reuter to obtain access to 110th Street. For that reason, the parties hereby agree as follows:

5. Sunne hereby grants to Reuter, their heirs, successors, and assigns, a permanent and perpetual, non-exclusive easement 66 feet in width, over and across the Easterly boundary line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), in Section Eleven (11), Township Ninety (90) North, Range Six (6), West of the Fifth P.M., and also over the Northerly 90 feet of the Westerly lot line of the North 14 acres of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), in Section Eleven (11), Township Ninety (90) North, Range Six (6), West of the Fifth P.M. Said easement runs in a generally Northerly and Southerly direction from 110th Street on the North, and along the Easterly boundary line of the property of Sunne, a distance of 1410.84 (1324.84 feet plus 90.00 feet), said easement running in a Southerly direction from 110th Street on the North.

6. Said easement is for ingress and egress purposes for Reuter, their heirs, successors, and assigns. Grantors also retain the right for themselves, their heirs, successors, and assigns to use said right of way. Either party may cause utilities to be placed under the easement so as to serve their respective properties, or may cause the utilities to run overhead, if necessary. The party availing themselves of this right shall repair any damages caused thereby. Further, the utilities shall not be placed so as to interfere with ingress or egress.

7. Neither party shall park or place or allow to be parked or placed any vehicle, structure, or other placement on the right of way so as to interfere with ingress and egress over and along said easement.

8. Grantee may at Grantee's expense improve the easement by placing gravel or a more permanent substance thereupon. However, to the extent that either party uses said easement for right of way purposes, said party shall pay their proportionate share of the cost of improvements, maintenance, repairs, snow and ice removal, etc. Other than the placement of gravel, all major improvements to the right of way shall be by mutual agreement and after full disclosure and discussion.

9. At some future point, the parties may wish to cause a permanent street to be constructed over and across the easement, which may be of such a nature as to qualify under state and county law for acceptance of the street by the governing body. Such action shall be by mutual agreement.

10. If either party sub-divides their property so as to sell off lots to prospective purchasers, this Agreement shall be binding upon all such future purchasers, to the extent applicable, and, to the extent applicable, such future purchasers shall also be required to pay their respective share of the cost of improvements, repairs, maintenance, snow and ice removal, etc. The parties shall meet and discuss how much a fair charge to said future owners will be, and to the extent appropriate, will amend this Agreement so as to arrive at a fair and reasonable yearly or monthly charge to all such future purchasers.

11. This Agreement shall run with the land and shall be binding upon and shall inure for the benefit of these parties and their heirs, successors, and assigns.

Michael J. Reuter

David D. Sunne

Kerry A. Reuter

Kerry A. Reuter

Julie A. Sunne

Julie Sunne

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 15 day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael J. Reuter and Kerry A. Reuter, 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.

MICHAEL J. LAMPO
Commission Number 140828
My Commission Expires
June 18, 2005

NOTARY PUBLIC

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 15 day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David D. Sunne and Julie Sunne, 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.

MICHAEL J. LAMPO
Commission Number 140828
My Commission Expires
June 18, 2005

NOTARY PUBLIC