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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

PREPARED BY: ROGER J. KURT 212 1st Ave. W., Box 756 CASCADE 563-852-3309
Return to: Roger J. Kurt, 212 1st Ave. W., Box 756, Cascade, IA 52033

MUTUAL EASEMENT AGREEMENT

This Agreement ("Agreement") is made this 4th day of November, 2006, by and between Ronald P. Kelchen and Mary M. Kelchen, husband and wife ("Parcel A Owners") and Alfred Smith and Rose Smith, husband and wife ("Parcel B Owners").

RECITALS

A. Parcel A Owners are the owners of the following described real estate herein referred to as "Parcel A":

The East ½ of the Southeast ¼ of the Northeast ¼ of Section 12, Township 87 North, Range 3 West of the 5th P.M., in Delaware County, Iowa,

B. Parcel B Owners have an ownership interest in the following described real estate herein referred to as "Parcel B":

Lot 1 of Lot 3 of Lot 2 of the W frat. Half of the NW 1/4 of Section 7, Township 87 North 2 West of the 5th P.M., in Dubuque County, Iowa,

C. The purpose of this Agreement is to set forth the rights and duties of the owners of Parcel A and Parcel B with respect to the use, maintenance and improvement of a 20 foot wide private roadway easement and to bind their successors in interest and assigns.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree upon the following mutual terms and conditions.

1. Parcel B Owners are granted a perpetual nonexclusive easement over and across Parcel A for ingress and egress to Parcel B. This Easement shall begin at approximately a halfway point along the easterly boundary of the Parcel A property and travel along the existing pathway which meanders generally in an east-west direction to the westerly boundary of the Parcel A property, approximately midway along the westerly boundary, said easement to be twenty (20) foot in width.

2. Parcel A Owners are granted a perpetual nonexclusive easement over and across Parcel B for ingress and egress to Parcel A. This Easement shall begin at approximately a halfway point along the westerly boundary of Parcel B property and travel along the existing pathway which meanders generally in an east-west direction, following a ridge, to the North Fork of the Maquoketa River, said easement to be twenty (20) foot in width.

3. If any improvements, maintenance, repairs and upkeep with regard to the easement across Parcel A and B is done without the agreement of the owners of both Parcel A and B, the cost of said improvements shall be borne solely by the owner making the improvements.

4. This Agreement shall be governed by the laws of the State of Iowa.

5. This Agreement shall be perpetual and be binding upon and shall inure to the benefit of all parties to this Agreement and their successors in interest and assigns and shall inure to the benefit of all parties, who, in any manner, whatsoever, acquire title to any of Parcel A or Parcel B covered by this Agreement.

6. No motorized vehicles shall make use of this easement during times of the year which would be detrimental to the structure of the roadway easement (including but not limited to spring thaw, long rains, etc.).

Dated this 4th day of November, 2006.

Ronald P. Kelchen
Ronald P. Kelchen

Mary M. Kelchen
Mary M. Kelchen

Being the Owners of Parcel A

Alfred Smith
Alfred Smith

Rose Smith
Rose Smith

Having an Ownership Interest in Parcel B

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 4 day of November, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared RONALD P. KELCHEN and MARY M. KELCHEN, husband and wife, to me known to be the identical persons named in and who executed foregoing instrument and acknowledged that they executed same as their voluntary act and deed.

GAIL M. SCHMIDT
Commission Number 716334
My Commission Expires
6/10/08

Gail M Schmidt
Notary Public, State of Iowa

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 30 day of October, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared ALFRED SMITH and ROSE SMTH, husband and wife, to me known to be the identical persons named in and who executed foregoing instrument and acknowledged that they executed same as their voluntary act and deed.

GAIL M. SCHMIDT
Commission Number 716334
My Commission Expires
6/10/08

Gail M Schmidt
Notary Public, State of Iowa