ENV: Tschiggfrie Excavating Co. 425 Julien Dubuque, IA 52003

Book 2009 Page 2222
Document 2009 2222 Type 03 006 Pages 2
Date 6/04/2009 Time 8:29:27AM
Rec Amt $12.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV: 2009-1004

Prepared By: Brian J. Kane, KANE, NORBY & REDDICK, P.C., 2100 Asbury Road, Suite 2, Dubuque, IA 52001 (563) 582-7980

EASEMENT AGREEMENT

This Easement Agreement ("Easement") is made and entered into this 3 day of June, 2009, by EDWARD D. TSCHIGGFRIE and JOAN C. TSCHIGGFRIE, husband and wife, with regard to the following-described real estate.

RECITALS

A. EDWARD D. TSCHIGGFRIE is the owner ("Parcel A Owner") of the following-described real estate herein referred to as "Parcel A":

Lot 6 of Tschiggfrie's Subdivision, a replat of State's Subdivision, Lots 1through Lot 13, except Parcel A, all in Section 9, Township 88 North, Range 5 West of the 5th P.M., in Delaware County, Iowa;

B. EDWARD D. TSCHIGGFRIE is the owner ("Parcel B Owner" herein) of the following-described real estate herein referred to as "Parcel B" legally described as:

Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 of Tschiggfrie's Subdivision, a replat of State's Subdivision, Lots 1through Lot 13, except Parcel A, all in Section 9, Township 88 North, Range 5 West of the 5th P.M., in Delaware County, Iowa;

C. Parcel A is improved by an asphalt roadway which serves as access for ingress and egress to all of the lots, and each of them, of Parcel B;

D. Parcel A Owner hereby grants a nonexclusive easement over and across Parcel A for the benefit of Parcel B (and each lot therein), which easement will be for ingress and/or egress (the "Easement"); and,

E. The parties desire to reduce this Easement to writing.

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 A Owner hereby grants to Parcel B Owner the Easement, and Parcel B Owner hereby accepts the Easement from Parcel A Owner. It is the intent of the parties that this Easement shall be non-exclusive and shall run with the land and be binding on the parties hereto and their respective successors in interest and assigns.

2. All maintenance, repair and replacements of the improvements, including the asphalt roadway, on Parcel A, shall be the responsibility of the Parcel A Owner, at its expense. Parcel A Owner shall keep the roadway on Parcel A in good repair. No party shall obstruct or otherwise block the right of any owner of a lot which is a part of Parcel B from using the Easement at any time or times.

3. This Easement is binding on the parties hereto and their respective successors in interest and assigns and shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, this Easement was signed as of the date and year first above written.

Edward D. Tschiggfrie, Parcel A Owner

Joan C. Tschiggfrie, spouse of Edward D. Tschiggfrie

Edward D. Tschiggfrie, Parcel B Owner

Joan C. Tschiggfrie, spouse of Edward D. Tschiggfrie

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on the 3rd day of June, 2009, by EDWARD D. TSCHIGGFRIE and JOAN C. TSCHIGGFRIE, husband and wife.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

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