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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Dennis Wood
Rt 339 215th Ave
Delhi IA 52223-8509

Prepared By/Return To: John C. Monroe, 1500 2nd Ave. SE Suite 211, Cedar Rapids, Iowa 52406-1168

EASEMENT AND MAINTENANCE AGREEMENT

This Agreement is made this 30 day of May, 2009, by and between Dennis Wood and Muriel Wood, husband and wife, (Woods) and Larry Erickson and Terry Jo Erickson, husband and wife (Ericksons).

BACKGROUND

1. Woods are the legal Titleholders of the following described property:

Lot Six, Turtle Creek Heights Addition to Delaware County, Iowa and Lot 4, Turtle Creek Heights Second Addition to Delaware County, Iowa.

2. Ericksons are the legal Titleholders of the following described property:

Lot Five, Turtle Creek Heights Addition to Delaware County, Iowa and Lot 3, Turtle Creek Heights Second Addition to Delaware County, Iowa.

25-88-5

3. The Ericksons have constructed a twelve foot wide retaining wall which encroaches on the property owned by the Woods.

4. The parties wish to memorialize their Agreement with regard to the rights and obligations of the parties hereto with respect to the location of the wall and the maintenance of the wall.

It is therefore agreed, in consideration of the mutual covenants herein contained, as follows:

1. EASEMENT. Woods hereby grant and convey to Ericksons a perpetual non-exclusive Easement Agreement over the north nine feet of their property for the purpose of having and maintaining the above described retaining wall.

2. MAINTENANCE. In the event that maintenance is necessary for said wall, Ericksons shall maintain the wall in a usable, neat and uniform manner. In such case, the cost and expense necessary and incident to such maintenance shall be born and paid by the Ericksons or their successors in interest.

3. REMOVAL OF ENCROACHING RETAINING WALL. In the event that the Ericksons fail to adequately maintain the retaining wall which is located on the Woods' property, the Woods shall have the right to remove the portion of the retaining wall located on their property.

4. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective successors in interest.

Dennis Wood

Muriel Wood

Larry Erickson

Terry Jo Erickson

State of Iowa)
) ss
County of Delaware)

Subscribed and sworn to before me this 3rd day of June, 2009 by Dennis Wood and Muriel Wood.

Notary Public – State of Iowa

JAMES H BARTA
COMMISSION NUMBER 723502
MY COMMISSION EXPIRES
JULY 18, 2009

Subscribed and sworn to before me this 2 day of June, 2009 by Larry Erickson and Terry Jo Erickson.

Notary Public – State of Iowa

Dennis Irwin Wood

DENNIS IRWIN WOOD
MY COMM EXP 3/22/2010
NOTARIAL SEAL
IOWA