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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENJ

Prepared by: A. Theodore Huinker, 200 Security Building, 151 West 8th Street, Dubuque, Iowa 52001 (563) 556-4011
Return Document to: A. Theodore Huinker

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement is made and entered into this 16th day of April, 2012, by Augustine M. Dettbarn, a/k/a A. M. Dettbarn (hereinafter referred to as "DETTBARN"), and Denise E. Niles (hereinafter referred to as "NILES").

Recitals:

WHEREAS, DETTBARN owns real estate legally described as:

> Lot A of Dettbarn Addition Comprised of Parcel A of the Northwest Quarter (NW1/4); Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4); Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) all in Section Twenty-Four (24), Township Eighty-Seven North (T87N), Ranged Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2002, Page 2294(hereinafter referred to as "LOT A"); and

WHEREAS, NILES owns real estate legally described as:

> Lot 2 of Dettbarn Addition Comprised of Parcel A of the Northwest Quarter (NW1/4); Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4); Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) all in Section Twenty-Four (24), Township Eighty-Seven North (T87N), Ranged Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2002, Page 2294 (hereinafter referred to as "LOT 2"); and

WHEREAS, Lot A as set forth on the Plat of Survey of Dettbarn Addition, filed of record June 20, 2002, Book 2002, Page 2294, records of the Delaware County Recorder, is a thirty foot (30') wide parcel identified as an access easement and said lot was created for the purpose of providing non-exclusive access for Lot 2; and

WHEREAS, it is necessary and desirable that an access easement be in writing and that the rights and obligations of the lot owners be established, with the intent that all future heirs, successors and assigns, by accepting deed or title to the properties described herein, accept the terms, restrictions, rights and obligations of this easement.

IN CONSIDERATION OF ONE DOLLAR, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

1. Dettbarn hereby grants to Niles a non-excluxive access easement for purposes of ingress and egress through and across Lot A to allow access for Lot 2 to the Delaware County Road identified as 275th Avenue, formerly Wildcat and Table Rock Road.

2. The right for ingress and egress granted to Niles shall include the right of the lot owner and his or her tenants, servants, visitors, licensees, successors in interest or assigns, with or without automobile or other vehicles or on foot, for the purposes of ingress and egress to Lot 2, to go across Lot A.

3. The easement at all times shall remain unblocked so as to be freely used for ingress and egress.

4. Unless otherwise agreed by the parties, all maintenance and improvements (including snow removal) of Lot A, and costs related thereto, shall be shared equally by the parties and the owner of Lot D for that portion of Lot A extending to the Niles driveway entrance and Lot D driveway entrance. The costs of maintenance and improvements of that portion of Lot A extending from the Lot D driveway entrance to Dettbarn's driveway shall be the sole expense of Dettbarn. The parties agree to maintain the access way in the condition necessary to maintain its existing condition.

5. All maintenance, repair and replacement work shall be accomplished with the least amount of interference to the right of ingress and egress granted herein.

6. This easement may be amended from time to time by agreement of all of the then respective owners of the lots identified herein. Any amendment to be effective must be in writing and filed for record with the Delaware County Recorder.

7. This easement shall be a covenant running with the land and shall bind all heirs, executors, administrators, agents, successors in interest or assigns of the owners of the property subject to this easement.

Augustine M. Dettbarn, a/k/a A. M. Dettbarn

DENISE E. NILES

STATE OF IOWA, DUBUQUE COUNTY) ss:

This instrument was acknowledged before me on this 16th day of April, 2012 by Augustine M. Dettbarn, a/k/a A. M. Dettbarn.

CHERYL DIRKS
Notarial Seal - Iowa
Commission # 176941
My Commission Expires 11-15-12

Notary Public

STATE OF IOWA, DUBUQUE COUNTY) ss:

This instrument was acknowledged before me on this 16th day of December, 2011 by Denise E. Niles.

Notary Public

CHERYL DIRKS
Notarial Seal - Iowa
Commission # 176941
My Commission Expires 11-15-12