Entered for taxation 29 day
of May AD 2013
Carol K Beaver Auditor
By A Rowe Deputy

Book 2013 Page 1769

Document 2013 1769 Type 03 006 Pages 2
Date 5/28/2013 Time 3:27:36PM
Rec Amt $12.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Dupaco Comm Fed
PO Box 179
Hopkinton IA 52004

EASEMENT AND MAINTENANCE AGREEMENT

Prepared by and return to: Charles P. Augustine, 531 Commercial, Ste 250, Waterloo, IA 50701 (319) 232-3304
Legal Description: See Below.
TSC#130554

This Agreement made and executed this 23 day of May, 2013, by and between Darrel Rich (hereinafter "Rich"), and Luetta Clute (hereinafter "Clute").

WITNESSETH:

WHEREAS, Rich is the titleholder to real estate legally described as: ***The South ½ of the West ½ of the East ½ of Lot 20, Burrington's Addition to Manchester, Iowa, according to the plat recorded in Book I LD, Page 245*** (hereinafter the "Rich Parcel"); and

WHEREAS, Clute is the titleholder to a parcel immediately adjacent and to the east of the Federal Parcel, legally described as: ***The South ½ of the East 1/4 of Lot 20, Burrington's Addition to Manchester, Iowa, according to the plat recorded in Book I LD, Page 245*** (hereinafter the "Clute Parcel"); and

WHEREAS, the Rich Parcel and the Clute Parcel are adjacent tracts of real estate, the Rich Parcel lying immediately to the West of the Clute Parcel; and

WHEREAS, there exists partially on the Rich Parcel and partially on the Clute Parcel a garage that historically has been used and shared by the owners of the Rich Parcel and the Clute Parcel; and

WHEREAS, the parties to this agreement hereby wish to make provision for the continued shared use and maintenance of said garage.

NOW THEREFORE, in consideration of the mutual promises, obligations and rights herein created, and for other valuable consideration received, the parties hereby agree as follows:

1. Rich does hereby give, grant and convey onto Clute and on to their heirs, successors and/or assigns an easement over, across and along that much of the Rich Parcel as is necessary for the continued use, maintenance and access to the shared garage by Clute and by their heirs, successors and/or assigns.

2. Clute does hereby give, grant and convey onto Rich and on to his heirs, successors and/or assigns an easement over, across and along that much of the Clute Parcel as is necessary for the continued use, maintenance and access to the shared garage by Rich and by his heirs, successors and/or assigns.

3. The parties to this agreement agree that any and all costs necessary for the continued maintenance, repair, and/or replacement of the shared garage shall be split equally between the owners of the Rich Parcel and the Clute Parcel.

4. Notwithstanding any other provision herein to the contrary, any party subject to or benefitted by this agreement causing damage to the garage or easement premises due the negligence or intentional acts of that party or their invitees or licenses, or due to the intentional acts or negligence of others for that party or on behalf of that party shall be entirely responsible for any such damage resulting from any such intentional acts or negligence, and the repairs/replacement necessitated thereby.

5. The rights and other provisions created by this agreement shall be deemed to run with the title of the land and shall be binding upon the parties hereto and upon their respective heirs, successors, and/or assigns.

IN WITNESS WHEREOF the parties have herein set their hands this day as first above written.

Darrel Rich

Luetta Clute

STATE OF Iowa, Delaware COUNTY, ss:

Subscribed and sworn before me on this 23 day of May, 2013, by Darrell Rich.

KATIE PALMER
COMMISSION NUMBER 772307
MY COMMISSION EXPIRES
3·27·2015

Notary Public

STATE OF Iowa, Delaware COUNTY, ss:

Subscribed and sworn to before me on this 23 day of May, 2013, by Luetta Clute.

TERESA TURNIS
Commission Number 723636
My Comm. Exp. 7-25-2015

Notary Public in and for the State of Iowa