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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Bradley T. Boffeli, Attorney at Law, 880 Locust St. Ste. 108, Dubuque, IA 52001 (563) 690-1495
Return to: Alan Becker, 2275 310th Street, Earlville, IA 52041

EASEMENT AGREEMENT

This Easement Agreement is dated May 21, 2013 between Manternach Properties, L.L.C. of Dubuque County, Iowa, its future heirs, assigns, and successors-in-interest, ("First Party") and Alan Becker of Delaware County, Iowa, his future heirs, assigns, and successors-in-interest, ("Second Party").

RECITALS

WHEREAS:

(A) First Party is the owner of real estate legally described as: The North one-half (N ½) of the Northeast Quarter (NE ¼), and the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) except that part described as commencing at the Northeast corner of the West one-half (W1/2) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and running thence West to the Northwest corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence South to the Southwest corner of said Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence Northeast to the point of beginning in Section Thirteen (13), all in Township Eighty Seven North, Range Three (3), West of the Fifth P.M., excepting:

Parcel 2013-38 part of the NW ¼ of the NE ¼ and part of the SE ¼ of the NE ¼ of the NW ¼ all of Section Thirteen (13), Township 87 North, Range Three (3), West of the Fifth P.M., all in Delaware County, Iowa. **RECORDED IN BOOK 2013, PAGE 1598**

(B) Second Party is the owner of real estate described as: The South one-half (S 1/2) of the Southeast Quarter (SE ¼) of Section Twelve (12) in Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M., and Parcel 2013-38 part of the NW ¼ of the NE ¼ and part of the SE ¼ of the NE ¼ of the NW ¼ all of Section Thirteen (13), Township 87 North, Range Three (3), West of the Fifth P.M., all in Delaware County, Iowa ("Second Party's Property")

(C) First Party and Second Party wish to enter into an Easement Agreement which will provide for a permanent non-exclusive easement over and across the First Party's real estate described above;

AGREEMENT

NOW in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Existing Roadway Easement.** The existing roadway currently being used for ingress and egress purposes on the First Party's property and into the Second Party's property shall include and benefit the Second Party's property in all respects by First Party granting the Second Party a perpetual, non-exclusive easement for ingress and egress over, across and along the existing roadway.

2. **Maintenance.** The First Party and Second Party agree to share in the equal cost of maintenance, repair, restoration, improvement, and upkeep, including snow and ice removal as each party benefits by the existing roadway easement.

3. **State Law.** Unless specified above, any and all other issues relating to fence lines shall be governed by Iowa law.

4. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

5 **Entire Agreement.** This Agreement is sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties. Any dispute must be mediated before bringing suit. The laws of the State of Iowa govern this agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date above.

MANTERNACH PROPERTIES, L.L.C.
BY: ROBBY J. MANTERNACH,
Authorized Agent
First Party

ALAN BECKER
Second Party

STATE OF IOWA)
Dubuque COUNTY)ss.

On 21st day of May, 2013, before me, a Notary Public, personally appeared Robby J. Mantnerach, an authorized agent for Manternach Properties, L.L.C., and Alan Becker, whose identity was proven to me on the basis of satisfactory evidence to be the person whom he claims to be and whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.

Elizabeth A. Otting
Notary Public, State of Iowa

ELIZABETH A OTTING
Notarial Seal - Iowa
Commission # 145316
My Commission Expires 11/5/14

Approved as to form and content.

Rhonda Becker
RHONDA BECKER

Subscribed and sworn to before me this 23rd day of May, 2013.

Nathan Freeze
Notary Public, State of Iowa

NOTARIAL SEAL IOWA
NATHAN FREEZE
Commission Number 712045
My Commission Expires
5-16-13