Book 2017 Page 1301
Document 2017 1301 Type 06 006 Pages 2
Date 5/10/2017 Time 3:36:33PM
Rec Amt $12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return Document To: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Prepared By: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Address Tax Statement: Justin Michael Wenger and Paige Lammers Wenger, 1107 310th Street, Ryan, IA 52330

EASEMENT AGREEMENT

This Agreement entered into this 9 day of May, 2017 by and between Matthew Allen Wenger, a single person (hereinafter First Party), and Justin Michael Wenger and Paige Lammers Wenger, husband and wife (hereinafter Second Parties).

WHEREAS, the parties own the following described real estate located in Delaware County, Iowa:

A. Real Estate owned by First Party:

> The West one-half (W½) of the Southwest Quarter (SW¼) of Section Twelve (12), Township Eighty-Seven (87) North, Range Six (6), West of the Fifth P.M., except Parcel 2017-18 In The SW¼ of Section 12-T87N-R6W Delaware County, Iowa, according to plat recorded in Book 2017, Page 524.

B. Real Estate owned by Second Parties:

> The East one-half (E½) of the Southwest Quarter (SW¼) of Section Twelve (12), Township Eighty-Seven (87) North, Range Six (6), West of the Fifth P.M.

AND WHEREAS, Second Parties wish to obtain an easement over and across real estate owned by First Party so as to provide access to the real estate owned by Second Parties.

NOW, THEREFORE, in consideration of the mutual covenants made herein and the mutual benefits to be gained by the parties, they agree as follows:

1. First Party hereby grants onto Second Parties, their heirs, successors and assigns, the right of ingress and egress over and across the real estate owned by First Party over and along the existing pathway to provide access for vehicles, equipment and/or walk-in traffic for the benefit of

Second Parties, their heirs, successors and assigns, and agents and employees lawfully using the same.

2. First Party and Second Parties agree that no permanent obstructions shall be placed over and across the easement area nor shall vehicles and/or equipment be parked on the easement area so as to limit access.

3. The easement granted herein runs with the land and is binding upon the parties hereto, their heirs, successors and assigns.

FIRST PARTY

Matthew Allen Wenger

Matthew Allen Wenger

SECOND PARTIES

Justin Michael Wenger

Paige Lammers Wenger

Paige Lammers Wenger

STATE OF IOWA, COUNTY OF DELAWARE: ss:

On this 9 day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew Allen Wenger, a single person known to me be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2019

Sarah R. Leonard

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE: ss:

On this 9 day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Michael Wenger and Paige Lammers Wenger, husband and wife, known to me be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2019

Sarah R. Leonard

Notary Public in and for the State of Iowa