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

JOINT EASEMENT AGREEMENT

This Agreement entered into this 14 day of June, 2017 by and between Christopher J. Ries and Melissa Ries, husband and wife (hereinafter "First Parties"), and John D. Rieger, a single person, and Becky Jo Hesse, a single person, (hereinafter "Second Parties").

WHEREAS, Second Parties have purchased from First Parties the following described real estate located in Delaware County, Iowa:

See Attached Legal Description.

AND WHEREAS, First parties own real estate adjacent to the above described real estate and legally described as follows:

Lots Five (5) and Six (6) of H.L.C. Second Subdivision of Part of the North one-half (N1/2) of Section Thirty (30), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 4 Plats, Pages 76-77; also all lake frontage, running to the waterfront and then at right angles to the idle of Lake Delhi adjoining said Lots Five (5) and Six (6).

AND WHEREAS, THE Parties hereby enter into a Joint Easement Agreement for the use of an existing pathway, which lies on the real estate owned by both the First Parties and Second Parties described above and by this Agreement, First Parties retain said Easement and Second Parties grant onto First Parties, their heirs, successors and assigns easement rights as contained herein and the parties agree to be bound by the terms and conditions as stated in this Easement Agreement. Second Parties retain said Easement and First Parties grant onto Second Parties, their heirs, successors and assigns easement rights as contained herein and the parties agree to be bound by the terms and conditions as stated in this Easement Agreement.

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

1. Second Parties hereby give, grant, bargain and convey onto First Parties and First Parties hereby retain, an easement over and across the real estate owned by Second Parties which easement area is located in the Southeast corner of Second Parties' real estate. First Parties hereby give, grant, bargain and convey onto Second Parties and Second Parties hereby retain, an easement over and across the real estate owned by First Parties which easement area is located in the North half of First Parties' real estate. Said easement consists of an existing pathway; which provides access to Lake Delhi and/or the Maquoketa River. Said existing pathway shall be used jointly by the First Parties and Second Parties, their heirs, successors and assigns, agents, employees and invitees.

2. The parties agree to jointly use said existing pathway, so as to provide access to the owners of both parcels of real estate to provide access to Lake Delhi and/or the Maquoketa River.

3. The parties hereto and their successors agree that the cost of any maintenance to said easement area shall be shared jointly between the parties. Any maintenance for the Pathway shall be discussed by the Parties prior to commencement of any work. A party who undertakes maintenance of the Pathway without the approval of the other party shall be solely responsible for the maintenance cost. Each party shall be responsible for their own shoreline upkeep and maintenance. Neither party shall use the shoreline of the other party.

4. The parties agree that this agreement and the rights and obligations contained herein run with the land and shall be binding upon the parties hereto, their heirs, successors and assigns.

Dated this 14 day of June, 2017

First Parties

Christopher J. Ries

Melissa Ries

Dated this 14 day of June, 2017

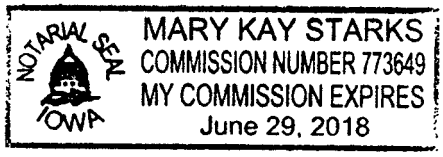
Second Parties

John D. Rieger

Becky Jo Hesse

STATE OF IOWA, COUNTY OF Delaware : ss:

On this 14 day of June, 2017, before me, the undersigned a Notary Public in and for said State, personally Christopher J. Ries and Melissa Ries, 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.



Mary Kay Starks
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware : ss:

On this 14 day of June, 2017, before me, the undersigned a Notary Public in and for said State, personally John D. Rieger and Becky Jo Hesse, single persons 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.



Mary Kay Starks
Notary Public in and for the State of Iowa

LEGAL DESCRIPTION
SECOND PARTIES

Lots Seven (7), Eight (8) and Nine (9) of H.L.C. Second Subdivision of Part of the North one-half (N½) of Section Thirty (30), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian , Delaware County, Iowa, according to plat recorded in Book 4 Plats, Page 76-77 and Plat recorded in Book 2005, Page 1927.

In addition, all of Sellers' right, title and interest in and to the following described real estate:

All lake frontage, running to the waterfront and then at right angles to the middle of Delhi Lake, in respect to and adjoining premises now owned by grantees which are of record in the office of the Recorder of Delaware County, Iowa, and legally described as follows:

Lots No. 7, No. 8, and No. 9 on a plat of H.L.C. Second Subdivision of part of the North One-half (N½) of Section Thirty (30), Township Eighty-Eight (88) North, Range Four (4), West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Plat Book 4, pages 76 & 77, Office of Delaware County, Iowa, Recorder, together with all easements and servient estates appurtenant thereto, and subject to Protective Covenants and Restrictions recorded in Book R of Misc., page 48 in said office, and subject to any later modifications of said covenants and restrictions and said plat.

1. Same is subject to the existing flood plain rights and the grantees shall hold grantors harmless with respect to flooding of the property conveyed.
2. The grantees and their successors are restricted from changing or altering lake frontage without the written permission of the grantors.

Book 2017 Page 1645
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA