Chg Tom Hanson

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

2002-1601
2015-4479

Prepared by & Return to: Steven E. Carr, 117 S. Franklin St., Box 333, Manchester, IA 52057, (563) 927-4164
Grantors: Michael J. Peitz Linda S. Peitz Grantee: Steven C. Brekunitch

DRIVEWAY EASEMENT

Michael J. Peitz and Linda S. Peitz, husband and wife, hereinafter First Party, and Steven C. Brekunitch, a single person, hereinafter Second Party in consideration of the matters stated herein agree as follows:

1. First Party owns the following described real estate:

Parcel W, being comprised of all of Lot 21, the Southeasterly 50 feet of Lot 22, and part of Lot 30 of the Cedars Sub-Division, Sec. 14 T88N, R5W of the Fifth P.M. Delaware County, Iowa, according to plat recorded in Book 2002, Page 2299.

2. Second Party owns the following described real estate:

Lot Twenty Two (22), except the Southeasterly fifty (50.0) feet thereof, of the Cedars Subdivision of that part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M. lying East of the Maquoketa River, according to Consent of Owners and Plat recorded in Book 2 Plats, pages 91-92.

3. First party grants to Second Party, a non-exclusive easement for ingress and egress over that portion of the driveway on First Party's real estate that leads to Second Party's real estate. Said easement is generally described as the westernmost portion of First Party's property. The easement as agreed between the parties is over an area in size

adequate to provide reasonable access and the area may be surfaced at Second Party's choosing and sole expense.

4. As consideration for First Party granting an easement for ingress and egress as stated herein, Second Party shall allow First Party to park a car in Second Party's driveway when he is absent from the premises (so long as access is not blocked) and also to park a boat trailer on the rear of his lot when he is not using it.

5. Each party hereto and their respective successors and assigns, as the case may be (the indemnifying party) by using the easements granted herein, agrees to indemnify and hold the other party (indemnified party) harmless from any loss, cost, damage or liability incurred by the indemnified party including court costs and attorney fees incurred by the indemnified party in connection with any suit or cause of action asserted against the indemnified party based on any breach of this easement or any liability asserted or imposed against the indemnified party due to the breach of this agreement or by the negligence of the indemnifying party. The indemnified party shall give the indemnifying party prompt written notice of any claim for which indemnification is sought under this agreement and the indemnifying party shall defend against such claim with counsel reasonably acceptable to the indemnified party.

6. This Easement shall run with the land and be binding upon heirs, successors and assigns of each of the parties hereto.

Dated this 5th day of September, 2019.

Michael J. Peitz First Party

Steven C. Brekunitch Second Party

Linda S. Peitz First Party

STATE OF IOWA, DELAWARE COUNTY, ss.

This instrument was acknowledged before me on this 5th day of September, 2019 by Michael J. Peitz and Linda S. Peitz.

Notary Public in and for the State of Iowa.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2022

STATE OF IOWA, Hardin COUNTY, ss.

This instrument was acknowledged before me on this 29th day of August, 2019 by Steven C. Brekunich.

Notary Public in and for the State of Iowa.

LAURIE J. NORMAN
Commission Number 164904
My Commission Expires
May 01, 2022