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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return To: Nathan D. Runde - #AT0009759,
2080 Southpark Court, Dubuque, IA 52003 (563) 582-2926

2010-Rw
2020 - 4/23

DRIVEWAY EASEMENT BETWEEN ADJOINING LAND OWNERS

This Easement, made and entered into this 11th day of Feb., 2020 by and between Gerald F. Tucker and Joyce M. Tucker, both single people, (hereinafter collectively referred to as "Tucker") and Adam J. McCarraher and Maty M. McCarraher , a married couple, (hereinafter referred to as "McCarraher").

RECITALS:

WHEREAS, Tucker and McCarraher own adjoining properties in Delaware County, Iowa, with Tucker being the owner of the real estate legally described as follows:

Parcel E being part of the SW1/4 of the NW Frl. ¼ of Section 3, T88N, R3W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 3 Plats, page 6 (hereinafter referred to as "Lot E"); and

WHEREAS, McCarraher owns the real estate legally described as follows:

Lot 9 of the Survey and Plat of Part of the W1/2 of the NW Frl. ¼ of Section 3, T88N, R3W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 3 Plats, page 6 (hereinafter referred to as "Lot 9"); and

WHEREAS, Lot E and Lot 9 share a common boundary line and there will be established a common drive servicing the lots; and

WHEREAS, it is necessary and desirable that a shared driveway agreement be in writing and that the obligations of the lot owners be established with the intent that all future heirs, successors and assigns, by accepting Deed or title to the property described herein, are accepting the terms, restrictions, rights and obligations of this Easement.

THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. The owners of Lot 9 will have an easement across Lot E in the location of the existing access from the highway and across a 30 foot wide strip beginning at the end of the existing access from the highway going North for purposes of ingress and egress to Lot 9. Said easement shall terminate on December 31, 2021.

2. The owners of Lot 9 will solely be responsible for the costs of constructing the driveway from the end of the existing driveway off of the highway across the 30 foot wide strip of Lot E going North to access Lot 9. The owners of Lot 9 will also be responsible for the removal of only the portion of the driveway that they are constructing on or before the termination date of this easement, unless the parties otherwise agree. After removal, Lot E must be returned to the condition it was in prior to the construction of the driveway.

3. The right for ingress and egress granted to each of the individual lots named herein shall include the right of the lot owner and his or her tenants, servants, visitors, licensees, with or without automobile or other vehicles or on foot, for the purposes of ingress and egress to the lot owners' property, to go across the shared driveway extending from the highway and servicing both properties.

4. The Easement at all times shall remain unblocked so as to be freely used for ingress and egress.

5. Except as set forth in paragraph 6 below, each owner shall assume and pay fifty percent (50%) of the costs of maintaining, repairing and replacing that portion of the driveway servicing both properties and which is depicted on the attached Exhibit A as "shared maintenance area". In the event that any lot owner chooses not to incur maintenance, repair or replacement costs that are not necessary and the other lot owner chooses to do so, the lot owner choosing to do so shall incur one hundred percent (100%) of the cost of such maintenance, repair or replacement, unless such cost is deemed necessary. For purposes of this agreement "necessary" shall be defined as:

> An act of maintenance, repair or replacement of the driveway required to maintain the driveway in its existing condition or to restore the driveway to its condition at the time of execution of this agreement. "Necessary" repairs and maintenance shall, at a minimum, include keeping the easement premises in good repair.

6. Each party will be solely responsible for a maintenance, repairing and replacing of the driveway that is not considered a shared maintenance area and that solely services each property.

7. Each party will exercise reasonable care in the use of the easement premises so as not to cause more than normal wear and tear on the easement premises. Any

damage caused to the easement premises beyond normal wear and tear and caused by a party or by his or her guests or invitees, shall be promptly repaired by that party at his or her sole cost.

8. All maintenance, repair and replacement work will be accomplished with the least amount of damage possible to surface improvements, lawn and shrubbery. Upon completion of the required maintenance, repair or replacement, the surface will be restored as nearly as possible to the condition which it was in prior to the commencement of such work.

9. This Easement may be amended from time to time by agreement of all of the then respective owners of the lots identified herein. Any amendment, to be effective, must be in writing and filed for record with the Delaware County Recorder. This easement will be a covenant running with the land and bind all heirs, executors, administrators, agents, successors in interest or assigns of the owners of the property subject to this easement up to and including the date of December 31, 2021 upon which date this easement will automatically terminate.

Gerald F. Tucker

Adam J. McCarraher

Joyce M. Tucker

Maty M. McCarraher

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This document was acknowledged before me on this 11 day of February, 2020 by Gerald F. Tucker and Joyce M. Tucker.

SCOTT STEFFEN
Commission Number 819836
My Comm. Exp. 8/29/22

Notary Public in and for said state

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

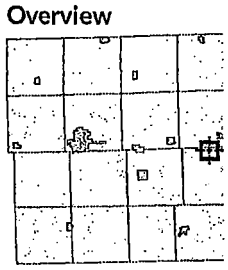
This document was acknowledged before me on this 11th day of Feb., 2020 by Adam J. McCarraher and Maty M. McCarraher.

Kristie Heims
Notary Public in and for said state

KRISTIE HEIMS
Commission Number 720442
MY COMMISSION EXPIRES
1-17-21

Beacon™ Delaware County, IA





Legend

- Corporate Limits
- Political Township

Parcels

- BLL
- Parcel
- Roads

Parcel ID	210030000340	**Alternate ID**	n/a	**Owner Address**	Tucker, Gerald F & Joyce M
Sec/Twp/Rng	3-88-3	**Class**	A		3119 221st St
Property Address		**Acreage**	1		Earlville, IA 52041
District	NORTH FORK WESTERN DUBUQUE FD #13				
Brief Tax Description	LOT 9 PT W 1/2 NW FR 1/4 (Note: Not to be used on legal documents)				

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Developed by Schneider GEOSPATIAL

☒ - shared maintenance area

☑ - 30 foot egress/ingress easement

Not to Scale

EXHIBIT A