Stanley Herkelman

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: George Davis, Locher & Davis, PLC, P.O. Box 304, Dyersville, Iowa 52040-0304
Phone: 563-875-9112

MUTUAL DRIVEWAY ACCESS AGREEMENT

WHEREAS, Troy Heusinkvelt and Lisa Heusinkvelt, husband and wife, own property legally described as **Lot 7A-2 of the "Subdivision of Lot 7A of Connolly's Riverview Addition to Delaware County, Iowa, said Subdivision being a part of the E ½ of the NE ¼ of Section 30, T88N, R4W of Fifth P.M." according to plat recorded in Book 2 Plats, Page 168; also all lake frontage in respect to and adjoining said Lot 7A-2, lying between the linear extensions of the East and West boundary lines thereof to the waterfront, then to the middle of Delhi, Lake,** (hereinafter referred to as Parcel 1);

WHEREAS, Well Played, LLC, an Iowa limited liability company, owns property legally described as **Lot Six (6) of Connolly's Riverview Addition to Delaware County, Iowa, according to plat recorded in Book 2 Plats, Pages 86-87;** (hereinafter referred to as Parcel 2);

WHEREAS, Judy Samek and Ken Samek are the sole members of Well Played, LLC;

WHEREAS, the owners of Parcel 1 and Parcel 2 are desirous of entering into a mutual driveway access agreement related to a driveway that serves Parcel 1 and Parcel 2;

WHEREAS, the boundary between Parcel 1 and Parcel 2 runs through approximately the middle of the existing joint area of the driveway before the driveway separation to Parcel 1 and Parcel 2.

NOW AND THEREFORE, for the consideration of the mutual covenants made below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the owners of Parcel 1 and Parcel 2 agree as follows:

1. Easement. The owners of Parcel 1 and Parcel 2 grant to each other a mutual easement (the "Easement") for vehicular and pedestrian access over and across approximately the north 65 feet of the existing joint driveway situated over the shared boundary line

between Parcel 1 and Parcel 2 and coming south from 262nd Street as depicted on the map attached hereto as Schedule A and incorporated herein by reference (the "Driveway").

2. Shared Use. The owners of Parcel 1 and Parcel 2 shall each have the right to use the Driveway for the purposes set forth herein, and for any other purpose not inconsistent with the rights of the other party to use said Driveway. Neither party shall make use of the Driveway which will materially interfere with the use of said Driveway by the other, or any other parties with access rights over the Driveway.

3. Barriers. Except as may be reasonably necessary on a temporary basis, no walls, fences, gates, barriers or other improvements of any sort or kind shall be constructed or maintained in or on the Driveway or any portion thereof, which shall prevent or impair the use or exercise of the Easement provided in this Agreement, or the free access and movement, including, without limitation, pedestrian and vehicular traffic, over the Driveway to Parcel 1 and Parcel 2.

4. Maintenance. The parties covenant and agree to share equally in the cost of any maintenance, upkeep or repair to the Driveway so it is (i) regularly brought back to good order and repair following a reasonable period of ordinary wear and tear, or (ii) quickly repaired in the event of sudden damage.

5. Covenants Running with the Land. This Mutual Driveway Access Easement shall be a permanent easement running with the land and shall be binding on and inure to the benefit of the successors, heirs and assigns of the owner of Parcel 1 and the owner of Parcel 2.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Agreed to this 11 day of June, 2020.

Well Played, LLC

By: Judy Samek
Judy Samek, Member

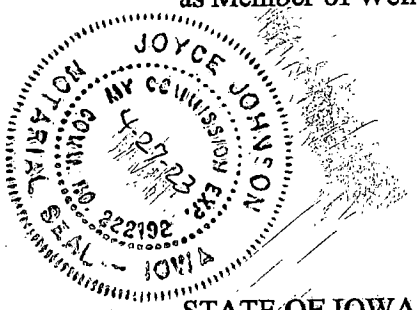
Troy Heusinkvelt

Kenneth O. Samek
Ken Samek, Member

Lisa Heusinkvelt

STATE OF IOWA, COUNTY OF DUBUQUE

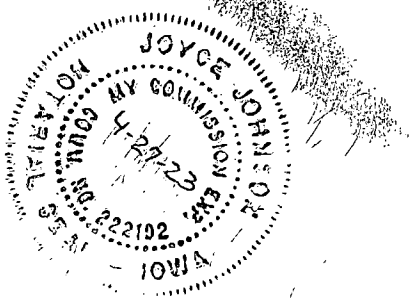
This record was acknowledged before me this 11 day of June, 2020, by Judy Samek, as Member of Well Played, LLC.



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me this 11 day of June, 2020, by Ken Samek, as Member of Well Played, LLC.



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 15th day of June, 2020, by Troy Heusinkvelt and Lisa Heusinkvelt.

Notary Public in and for the State of Iowa

