Book 2026 Page 1525
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return Document To/Prepared by: Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057

EASEMENT AND AGREEMENT FOR DRIVEWAY

This Easement and Agreement entered into this 29th day of May, 2026 by and between Daryl J. Vaske and Jennifer L. Vaske (hereinafter "Vaskes") and Vaske Land & Livestock, LLC (hereinafter "the Company").

WHEREAS, the Vaskes transferred to the Company the following described real estate located in Delaware County, Iowa:

> Parcel 2026-34, Part of the NW ¼ - NE ¼ Section 5, T89N, R6W of the Fifth P.M., Delaware County according to plat recorded in Book 2026, Page 1158 (hereinafter "Parcel 2026-34").

AND WHEREAS, Vaskes own adjoining real estate located in Delaware County, Iowa and legally described as follows:

> Parcel 2026-35, Part of the NW ¼ - NE ¼ Section 5, T89N, R6W of the Fifth P.M., Delaware County according to plat recorded in Book 2026, Page 1158 (hereinafter "Parcel 2026-35").

AND WHEREAS, it is necessary and desirable that an easement and agreement be entered into and that the rights and obligations of Vaskes and the Company be established with regard to use of a shared driveway.

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. There is a 40' access easement located on Parcel 2026-34 which provides access to Parcel 2026-34 and 2026-35 from the County Road. The Company hereby grants onto Vaskes a forty foot (40') wide easement for ingress and egress over and across the easterly 40' of Parcel 2026-34.

2. Vaskes and the Company agree that no buildings or other permanent structures shall be placed on the easement area.

3. Vaskes shall each be responsible for one hundred (100%) of the costs associated with the maintenance and repair of the driveway. Any disturbance to Parcel 2026-34 caused by such activities shall be reasonably restored by Vaskes.

4. Vaskes agrees to indemnify and hold the Company harmless from any claims, damages, or liabilities arising out of Vaske's use or maintenance of the driveway, except to the extent caused by the Company's negligence or willful misconduct.

5. This Easement shall run with the land and shall be binding upon and inure to the benefit of Dennis and Matt and their respective heirs, successors, and assigns.

Dated this 29th day of May, 2026.

Daryl J. Vaske

Jennifer L. Vaske

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 29th day of May, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Daryl J. Vaske and Jennifer L. Vaske, husband and wife, to me know to 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.

JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2027

Notary Public in and for the State of Iowa

VASKE LAND & LIVESTOCK, LLC

By: Daryl J. Vaske, member

By: Beau Vaske, member

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 29th day of May, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Daryl J. Vaske and Beau Vaske, members of Vaske Land & Livestock, LLC, 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.

JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2027

Notary Public in and for the State of Iowa