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Prepared by and return to: Krystle L. Campa, 4201 Westown Parkway, Suite 300, West Des Moines, IA 50266
Ph: 515/288-2500

CROSS ACCESS EASEMENT AGREEMENT

This Cross Access Easement Agreement (this “**Agreement**”) is made effective as of the 1st day of March, 2017, by and between Corkrean Properties, L.L.C., an Iowa limited liability company (“**Corkrean**”), and North Stone Village Owners Association, Inc., an Iowa non-profit corporation (“**NSVO Association**”).

RECITALS

A. Corkrean is the owner of real property located in Winterset, Madison County, legally described as follows:

Lots Three (3) and Four (4) of North Stone Village, Plat No. 4, City of Winterset, Madison County, Iowa (the “**Corkrean Property**”).



B. NSVO Association is the owner of real property located in Winterset, Madison County, legally described as follows:

Parcel “B” a part of Lot Three (3) of North Stone Village, Plat No. 1, located in and forming a part of the City of Winterset, Madison County, Iowa, as more particularly described in the Declaration of Horizontal Property Regime filed September 9, 2008 in Book 2008, Page 2730 of the Madison County Recorder’s Office, as amended and/or supplemented (the “**Association Property**”). (The Association Property and the Corkrean Property are hereby referred to collectively as the “**Properties**” and individually as a “**Property**”).

C. There is an existing parking area and driveway currently located on the Association Property (“**Existing Driveway**”), and there will be a future driveway constructed on the Corkrean Property (“**Future Driveway**”) that are or will be used for access to both Properties. (The Existing Driveway and Future Driveway are hereby referred to collectively as the “**Driveways**”).

D. Corkrean and NSVO Association (referred to collectively as the “**Parties**” and individually as a “**Party**”) desire to confirm their respective rights and obligations with respect to the Driveways located on each other’s Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Association Property Easement.** NSVO Association hereby grants Corkrean a perpetual, non-exclusive easement on, over and across the Existing Driveway on the South Fifty (50) feet of the Association Property for purposes of vehicular traffic by Corkrean and its tenants, vendors, licensees, invitees, customers, contractors, agents, employees, directors and officers ("**Permittees**"). Said easement is to allow free and unobstructed access across the Properties between N. 4th Avenue and N. 6th Avenue. NSVO Association further grants Corkrean, and its successors and assigns, the right, at Corkrean's (or its successor's) expense, to extend the Existing Driveway on the South Fifty (50) feet of the Association Property to connect the Existing Driveway to the East boundary line of the Association Property.

2. **Corkrean Property Easement.** Corkrean hereby grants NSVO Association a perpetual, non-exclusive easement on, over and across the Future Driveway on the South Fifty (50) feet of the Corkrean Property for purposes of vehicular traffic by NSVO Association and its Permittees. Said easement is to allow free and unobstructed access across the Properties between N. 4th Avenue and N. 6th Avenue.

3. **No Parking.** Neither Party is granted the right to park vehicles on the other Party's Property.

4. **Construction and Maintenance.** Except for Corkrean's (and its successor's) rights and obligations as set forth in Paragraph 1, each Party, at its sole cost and expense (or its successor's cost and expense), shall construct, maintain, repair and replace as necessary the Driveways located on its Property. The Existing Driveway shall be maintained in approximately the same location and in at least the same condition as exists on the date of this Agreement, unless the Parties agree otherwise. The Future Driveway shall be constructed and maintained in similar condition. Each Party, at its sole cost and expense, shall remove snow and ice from the Driveways located on its Property as needed. If either Party fails to perform its obligations under this Paragraph 4, and such failure continues for a period of thirty (30) days after the other Party gives the defaulting Party written notice specifying such failure, then the non-defaulting Party can perform such obligations on behalf of the defaulting Party, and the defaulting Party shall reimburse the non-defaulting Party for the reasonable costs it expended to perform such obligations, together with interest on such amounts at the rate of ten percent (10%) per annum from the date of expenditure until reimbursed, promptly after receipt of an itemized statement of such expenditures.

5. **Mutual Indemnification.** NSVO Association hereby agrees to defend, indemnify, and hold harmless Corkrean from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Corkrean due to any injury or death to persons or any injury to property arising from or related to the use of the Driveways on the Corkrean Property by NSVO Association or any of its Permittees, except to the extent caused by Corkrean's intentionally harmful or negligent acts. Corkrean hereby agrees to defend, indemnify, and hold harmless NSVO Association from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by NSVO Association due to any injury or death to persons or injury to property

arising from or related to the use of the Driveways on the Association Property by Corkrean or any of its Permittees, except to the extent caused by NSVO Association's intentionally harmful or negligent acts.

6. **Enforcement.** Either Party to this Agreement may enforce it against the other Party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The Parties agree that, in the event of a default by either Party under the terms of this Agreement, the other Party will be irreparably harmed and such Party's damages will be extremely difficult or impossible to ascertain or quantify with precision. The Parties specifically agree that, in the event of a default by either Party under the terms of this Agreement, the other Party shall be entitled to specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

7. **Binding Effect.** This Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the Parties hereto and their successors and assigns.

8. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof, superseding all earlier agreements or representations, oral or written.

9. **Amendment.** Any change or amendment to this Agreement shall be effective only if it is in writing and signed by both Parties.

10. **Waiver.** Any failure, forbearance, delay or omission to exercise any rights under this Agreement in the event of a breach of any term of this Agreement shall not be deemed to be a waiver by either Party of such term or any subsequent breach of the same or any other term, or of any rights of either Party under the terms of this Agreement.


1. **Severability.** If any provision of this Agreement, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected.

12. **No Rights in Public.** No provision of this Agreement shall be construed to create any rights in the general public or as dedicating for public use any portion of any Property.

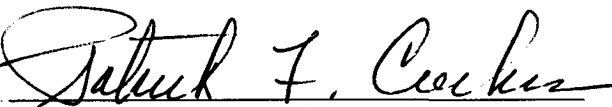
[Signature and Acknowledgement Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CORKREAN PROPERTIES, L.L.C.

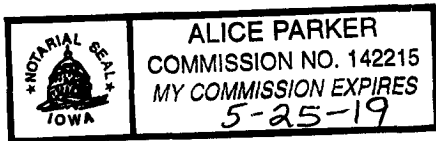
By: 
Patrick F. Corkrean, Member-Manager


NORTH STONE VILLAGE OWNERS ASSOCIATION, INC.

By: 
Patrick F. Corkrean, President

STATE OF IOWA, MADISON COUNTY, ss:

This record was acknowledged before me on March 10, 2017, by Patrick F. Corkrean, as Member-Manager of Corkrean Properties, L.L.C., an Iowa limited liability company.





Notary Public

STATE OF IOWA, MADISON COUNTY, ss:

This record was acknowledged before me on March 10, 2017, by Patrick F. Corkrean, as President of North Stone Village Owners Association, Inc., an Iowa non-profit corporation.




Notary Public