

623
McDonough RE
Ada W 1/2 St Sta 150
Monticello IA 52310



Book 2019 Page 572

2019 572 Type 03 006 Pages 2

Date 3/18/2019 Time 10:17:55AM

Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: Marc W. Casey, P.O. Box 304, Dyersville, Iowa 52040-0304 Phone: 563-875-9112

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

In consideration of the mutual covenants contained herein, Nickol, LLC, hereinafter referred to as "Nickol" and John R. Kramer and Nancy L. Kramer, husband and wife, hereinafter referred to as "Kramers", agree as follows

1. Nickol is the owner of Lot 2 of Lot 1 of the Subdivision of the Wfr ½ of the SW ¼ of Section 7, Township 88 North, Range 2 West of the 5th P.M. in Dubuque County, Iowa, according to the United States Government Survey and the recorded plat thereof, hereinafter referred to as "Nickol Property".
2. Kramers are the owners of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa, hereinafter referred to as "Kramer Property".
3. The Nickol and Kramer properties adjoin each other and at the termination of Little Road, there exists a roadway or lane providing access to both properties.
4. The exact location of said roadway or lane relative to both the Nickol and Kramer properties is unknown, but both parties desire to have continued use of said roadway or lane to provide access to their respective properties.
5. The parties agree that the existing roadway or lane shall remain in its current location and each party grants to the other party a perpetual access easement to use the existing roadway or lane, regardless of whose property said roadway or lane may actually be located upon.
6. The parties further agree that they will share equally in future maintenance and repair of said roadway or lane to keep it in its current condition at a minimum.

7. The parties further agree that their use of said roadway or lane shall not interfere with the other parties use of their property in any manner and said roadway or lane shall not be blocked or interfered with in any manner.
8. This easement shall be perpetual and shall run with the land

Agreed to this 15 day of March, 2019

Nickol, LLC

Melvin Nickol
Melvin Nickol, Member

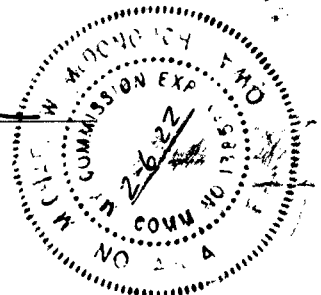
John R. Kramer
John R. Kramer

Nancy L. Kramer
Nancy L. Kramer

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 15 day of March, 2019, by Melvin Nickol, Member of Nickol, LLC

William W. McDowell
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 15 day of March, 2019, by John R. Kramer and Nancy L. Kramer, husband and wife.

William W. McDowell
Notary Public in and for the State of Iowa

