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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to ^(K) Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736

Easement Agreement

WHEREAS, Donald F. VonHandorf and Jean A. VonHandorf, hereinafter "VonHandorfs" own the following described parcels of real estate in the town of Colesburg, Iowa, such parcels hereinafter referred to as the "VonHandorf Property":

The East sixty (60) feet of the South one hundred twenty (120) feet of Lot 6 of the Southeast (SE) quarter of the Northwest (NW) quarter of Section 4, Township 90 North, Range 3 West of the 5th P.M.

AND

Parcel 'K' Being Part of Lot 4 of Park Addition In the Town of Colesburg, Delaware County, Iowa, according to plat recorded in Book 2010, Page 3843.

WHEREAS, Luke McCabe and Jodi L. McCabe, husband and wife, hereinafter "McCabes" own the following real estate in Colesburg, Iowa, hereinafter referred to as the "McCabe Property":

Lot A of the Subdivision of Lot Six (6) of the Subdivision of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Four (4), Township Ninety (90) North, Range Three (3), West of the Fifth P.M., according to Amended and Corrected Plat of Colesburg, Iowa, according to plat recorded in Book 5 Plats, Page 158.

WHEREAS, Thomas J. Forkenbrock and Becky E. Forkenbrock, husband and wife, hereinafter "Forkenbrocks" own the following real estate in Colesburg, Iowa, hereinafter referred to as the "Forkenbrock Property":

Parcel 2013-100 in Lot Four (4) of Park Addition to the City of Colesburg located in the SE 1/4 – NW 1/4, Section 4-T90N-R3W, Delaware County, Iowa, according to plat recorded in Book 2013, page 3594.

(Hereafter "Parcel 2013-100").

AND

Parcel 2013-101 in Lot Four (4) of Park Addition to the City of Colesburg located in the SE ¼ - NW ¼, Section Four (4) Township Ninety (90) North, Range Three (3), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2013, Page 3594.

(Hereafter "Parcel 2013-101").

WHEREAS, the VonHandorfs, McCabes and Forkenbrocks are desirous of entering into an easement agreement related to an approximately 12-foot-wide paved area that the Forkenbrocks, McCabes and VonHandorfs use to access their property, such paved area covers the Forkenbrock property and the VonHandorf property;

WHEREAS, the VonHandorfs, McCabes and Forkenbrocks are desirous of documenting the terms of this easement agreement.

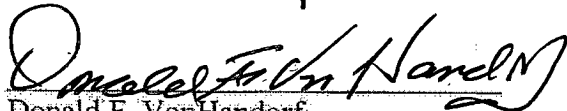
NOW THEREFORE, in consideration of the mutual promises contained herein, and the mutual benefits to be gained by the parties hereto that the VonHandorfs, McCabes and Forkenbrocks agree as follows:

1. The VonHandorfs shall grant a non-exclusive easement for ingress and egress to the McCabe and the Forkenbrock properties described herein over the northerly portion of the VonHandorf Property that is currently paved. The paved area of the VonHandorf Property is approximately the northerly 6 feet of the two parcels referred to as the VonHandorf Property above;
2. The Forkenbrocks hereby grant a non-exclusive easement for ingress and egress to the McCabes over the paved area of Parcel 2013-101 roughly described as the southerly 6 feet of the easterly 170 feet of Parcel 2013-101. This easement shall be for ingress and egress. The Forkenbrocks also grant the VonHandorfs a non-exclusive easement for ingress and egress over the paved area of the Parcel 2013-101 roughly described as the southerly 6 feet of the easterly 95 feet of Parcel 2013-101. The Forkenbrocks also grant the McCabes a non-exclusive access easement for ingress and egress over a 20 foot by 75 foot rectangular area of the Forkenbrock Property which is directly north of the McCabe Property described above.
3. The VonHandorfs also grant the Forkenbrocks and the McCabes a five-foot maintenance easement lying immediately south of the edge of the paved roadway running 95 feet east and west and five-feet south of the paved area of the current roadway. This maintenance easement shall not be an easement for ingress and egress, but rather an easement to allow the McCabes and Forkenbrocks to remove snow from the driveway, and do any future repairs or resurfacing of the paved roadway area in the event that such future repairs or resurfacing are necessary. In removing snow from the driveway, the Forkenbrocks and McCabes will make a good faith effort to avoid blocking entry to the VonHandorfs' property. The VonHandorfs also agree that they will not place any impediments in the maintenance area, except that at times the VonHandorfs may park vehicles or trailers in the maintenance area no closer than two feet from the paved roadway, except that they may

not park vehicles or trailers in the maintenance area when maintenance or resurfacing is being performed by or on behalf of the Forkenbrocks or McCabes. Further, the VonHandorfs agree that they shall not change the elevation of the maintenance area so as to allow water to continue draining to the current City of Colesburg storm sewer located on the VonHandorf property. The McCabes and Forkenbrocks agree that in the event they disturb any area of the maintenance easement area they will restore the area to its previous condition.


4. The Forkenbrocks and McCabes agree that they will split equally the cost of maintenance, repairs and resurfacing of the approximately 12 foot wide, 170 foot long, blacktop driveway described in this Easement Agreement.
5. The VonHandorfs, McCabes and Forkenbrocks agree that this easement for ingress and egress over the currently paved area and the maintenance area of the easement shall be appurtenant, *i.e.* run with the land, and be binding on the successors, heirs and assigns of the VonHandorfs, McCabes and Forkenbrocks, and will not be defaced with paint or other markings.

Agreed to this 31 day of May, 2023.


Donald F. VonHandorf

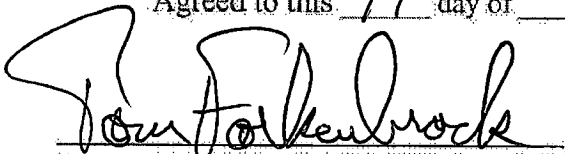

Jean A. VonHandorf

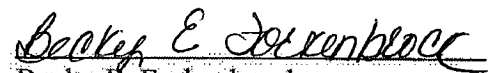
Agreed to this 17 day of May, 2023.


Luke McCabe


Jodi L. McCabe

Agreed to this 19 day of May, 2023.


Thomas J. Forkenbrock


Becky E. Forkenbrock

STATE OF IOWA, DUBUQUE COUNTY) ss:

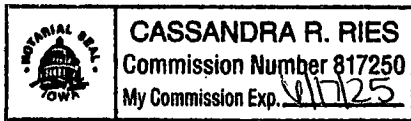
This record was acknowledged before me this 31 day of May, 2023,
by Donald E. VonHandorf and Jean A. VonHandorf.



[Signature]
Notary Public

STATE OF IOWA, DELAWARE COUNTY) ss:

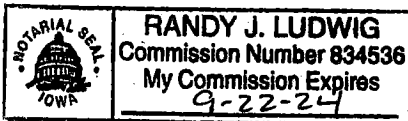
This record was acknowledged before me this 19th day of MAY, 2023,
by Luke McCabe and Jodi L. McCabe.



[Signature]
Notary Public

STATE OF IOWA, DELAWARE COUNTY) ss:

This record was acknowledged before me this 19th day of May, 2023,
by Thomas J. Forkenbrock and Becky E. Forkenbrock.



[Signature]
Notary Public