

Recorded: 11/1/2023 at 9:17:45.0 AM  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$25.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 2713

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Prepared By: Nathan D. Miller, P.O. Box 178, Waterloo, IA 50704-0178 (319) 234-1766

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After Recording Return To: Nathan D. Miller, P.O. Box 178, Waterloo, IA 50704-0178

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**LICENSE AGREEMENT  
&  
EASEMENT AGREEMENT**

THIS LICENSE EASEMENT AGREEMENT made this 29 day of October 2023, between Charles L. Kent, Trustee of the Charles L. Kent Revocable Inter Vivos Trust dated January 10, 2007 and Diane E. Kent, Trustee of the Diane E. Kent Revocable Inter Vivos Trust dated January 10, 2007 (collectively, "Kent"), and Daniel Kimball and Sara Kimball, husband and wife (collectively, "Kimball").

**WITNESSETH:**

Whereas, Kent is titleholder of real estate located at 25559 207<sup>th</sup> Avenue, Delhi, Iowa 52223, legally described as:

**Lot 7 and 7A of Lake View First Addition to Delaware County, Iowa according to the Plat recorded in Book 6, page 55 in the office of the Delaware County Recorder, subject to easements, covenants and restrictions of records ("Kent Property")**

Whereas, Kimball is titleholder of real estate located at 25567 207<sup>th</sup> Avenue, Delhi, Iowa 52223, legally described as:

**Lot 6 and 6A of Lake View First Addition to Delaware County, Iowa according to the Plat recorded in Book 6, page 55 in the office of the Delaware County Recorder, subject to easements, covenants and restrictions of records ("Kimball Property")**

Whereas, Kent and Kimball desire to create for themselves a license agreement for Kent's use of the dock for boat lift and recreational purposes that is on Kimball Property.

Whereas, Kent and Kimball desire to create for themselves an easement agreement for Kent, and their successors and assigns, to access a water valve on Kimball Property that serves Kent Property.

NOW THEREFORE, in consideration of the promises, obligations, and rights herein created, Kimball does hereby give, grants, and conveys to Kent, a license to use the dock which lies on Kimball Property and an easement to access a water valve on Kimball Property to ensure Kent's continued access to water services.

1. The license thus created shall be personal right for Kent and Kent's guests, and shall not run with the land.

- A. During the term of this License, Kent shall bear the responsibility and cost of maintaining the dock in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonably necessary. Notwithstanding the above provisions, any party causing damage to the premises through negligence on the part of themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

- B. This license agreement shall be deemed to only Kent, shall not be assignable or transferrable, and shall be terminated upon Kent's sale of Kent Property or the death of both Charles L. Kent and Diane E. Kent. Upon termination, Kent shall be responsible for removal of the boat lift from the dock and Kimball Property.

- C. However, this license may be released at any time by appropriate agreement for that purpose entered into between the owners of said addresses, duly executed and acknowledged and filed for record in the office of the recorder of Delaware County, Iowa.

2. The easement to access the water valve shall be created for Kent, their heirs, successors, and assigns, to access Kimball Property for the purpose of maintaining, replacing, and repairing the existing water valve that benefits Kent Property.

- A. Said easement shall be limited to that portion of Kimball Property described as "The dock/pier located on the Southwesternmost 40 feet of the real estate."

- B. Kent shall be responsible for costs of maintenance, replacement, and repair of the water valve located on Kimball Property, as well as any damage or disturbance to Kimball Property resulting from Kent's use of the easement premises. Notwithstanding the above provisions, any party causing damage to the Kimball Property through negligence on the part of themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

- C. This easement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns. However, this easement may be released at any time by

appropriate agreement for that purpose entered into between the owners of said parcels, duly executed and acknowledged and filed for record in the office of the recorder of Delaware County, Iowa.

In witness whereof, the parties herein have set their hands this 26 day of October, 2023.

**CHARLES L. KENT REVOCABLE INTER VIVOS TRUST DATED JANUARY 10, 2007**

Charles L. Kent  
By: Charles L. Kent  
Its: Trustee

**DIANE E. KENT REVOCABLE INTER VIVOS TRUST DATED JANUARY 10, 2007**

Diane E. Kent  
By: Diane E. Kent  
Its: Trustee

STATE OF IOWA )  
COUNTY OF Linn )ss

This record was acknowledged before me on the 26 day of October, 2023 by Charles L. Kent, Trustee of the Charles L. Kent Revocable Inter Vivos Trust dated January 10, 2007.



Ryan Lockard  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
COUNTY OF Linn )ss

This record was acknowledged before me on the 26 day of October, 2023 by Diane E. Kent, Trustee of the Diane E. Kent Revocable Inter Vivos Trust dated January 10, 2007.



Ryan Lockard  
Notary Public in and for the State of Iowa

Daniel Kimball  
Daniel Kimball

Sara Kimball  
Sara Kimball

STATE OF IOWA                    )  
COUNTY OF BLACK HAWK       )ss

This record was acknowledged before me on the 29 day of October, 2023  
by Daniel and Sara Kimball, husband and wife.

Ryan Lockard  
Notary Public in and for the State of Iowa

