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RECORDER

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Prepared by: Tim Estlund, 123 3rd St. NE, Cedar Rapids, IA 52401 319-364-2120

HOUSE MAINTENANCE AND ENCROACHMENT EASEMENT

This agreement, entered into this 27th day of August, 1997, by and between Donald J. Drees and Leveda M. Drees, husband and wife, hereinafter Grantors, and Gregory H. Moore, hereinafter Grantee, provides as follows:

1) Grantors are the record titleholders of the following described real estate located in Delaware County, Iowa:

THE WEST ONE-THIRD (1/3) OF LOT 2, BURRINGTON'S ADDITION TO MANCHESTER, IOWA, EXCEPT THE NORTH NINETY FEET (90) THEREOF.

2) Grantee is in the process of purchasing the following described real estate located in Delaware County, Iowa:

THE EAST TWO-THIRDS (E 2/3) OF LOT TWO (2), EXCEPT THE EAST SIXTY-SIX (66.0) FEET THEREOF, OF LOT TWO (2), BURRINGTON'S ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I L.D., PAGE 245.

3) Grantee has discovered that the house located on his property appears to be on or 0.2 feet over the boundary line between the Grantee's property and the Grantor's property. Grantee desires to be to obtain a maintenance and encroachment easement over a portion of the Grantor's property allowing Grantee to maintain said house and continue its location thereon.

4) For $1.00 and other valuable consideration, Grantors grant to Grantee a maintenance easement over the east 3.5 feet of the north 25 feet of the south 105 feet of the Grantor's property. The use of said easement area shall be temporary in that it shall be limited in time to only that period of time reasonably necessary to perform repairs and maintenance on the house. In addition, Grantors grant to Grantee an encroachment easement over the east 2 inches of the north 25 feet of the south 105 feet of the Grantor's property which is encroached upon by the Grantee's house.

5) Grantee may enter onto the maintenance easement strip for the sole purpose of maintaining the house located on the Grantee's property. Grantee agrees to promptly pay Grantor's any damage to Grantors or the Grantor's property resulting from his use of said easement. Grantee agrees to

DATE 8-27-97 BOOK 1 PAGE 91

hold Grantors harmless from any and all liability or damage resulting from his use of said easement.

6) Nothing herein shall restrict the Grantors use of the easement strip providing such use does not prevent Grantee's use of the easement as herein provided.

7) It is expressly agreed by the parties hereto that any prior easement agreement, of any nature, oral or in writing, which affects the subject matter of this agreement, shall be of no further force or effect to the extent such prior agreement is inconsistent herewith.

8) Any amendment to this agreement, or the termination of this agreement, to be enforceable, must be in writing and executed by all parties having an interest in the Grantee's property or the Grantor's property.

9) Notwithstanding the foregoing, this easement shall be of no further force or effect at such time as the house which is presently located on the Grantee's property is destroyed by fire, wind or other casualty, or is removed.

10) This easement agreement shall run with the land and shall be binding upon the heirs, successors and assigns of the parties hereto.

Donald J. Drees
Donald J. Drees

Gregory H. Moore

Leveda M. Drees
Leveda M. Drees

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 24th day of August, 1997, before me, the undersigned, a Notary Public In and For Said State, personally appeared Donald J. Drees and Leveda M. Drees, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and For
The State of Iowa

ANNIE ECHTENKAMP

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)



On this 25 day of Aug, 1997, before me, the undersigned, a Notary Public In and For Said State, personally appeared Gregory H. Moore, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Dennis I. Wood
Notary Public in and For
The State of Iowa
Expires Mar 22, 1998
Dennis I. Wood