DELAWARE COUNTY IOWA
FILED
1999 DE 20 AM 9:32
BOOK 1999 PAGE 4308
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
16.00

Hawkeye Escrow Co
2755 1st Ave. N.E. Ste 400
Cedar Rapids, IA 52402

Prepared by Tim A. Estlund, 123 3rd St. NE, Cedar Rapids, 364-2120

DRIVEWAY ENCROACHMENT EASEMENT

This agreement, entered into this 14 day of December, 1999, by and between ROGER C. SCHNITTJER AND MARILYN L. SCHNITTJER, husband and wife, hereinafter Grantors, and CHARLES W. BECKER AND PATRICIA F. BECKER, husband and wife, hereinafter Grantees, provides as follows:

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

Lot Nine (9) of the Cedars Subdivision of that part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M. laying East of the Maquoketa River, according to Consent of Owners and Plat recorded in Book 2 Plats, Pages 91-92.

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

Lot Eight (8) of the Cedars Subdivision...(balance of description is identical to paragraph 1 hereof)

3) Grantees have discovered that a driveway located on their property encroaches over the boundary line between the properties. Grantees desire to obtain an encroachment easement over a portion of Lot 9 to allow the continued location of said driveway.

4) For $1.00 and other good and valuable consideration, Grantors grant to grantees an encroachment easement over that portion of Lot 9 which is encroached upon by the aforementioned driveway. Said encroachment

covers approximately 4 square feet in the northwesterly corner of Lot 9.

5) Grantees agree to hold Grantors harmless from any and all liability or damage resulting from their use of said easement.

6) Nothing herein shall restrict Grantor's use of the easement strip providing such use does not prevent use of the easement as herein provided. In addition, Grantees hereby grant to Grantors the right to use the subject driveway for access to Grantors' property. Grantors agree to hold Grantees harmless from any liability or damage resulting from their use of said right of access.

7) 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 Grantors' property or the Grantees' property.

8) This easement agreement shall run with the land and shall be binding upon the heirs, successors and assigns of the parties hereto. If at some point in time, the subject driveway is destroyed or relocated, it shall be relocated entirely on Lot Eight (8) and this agreement shall be null and void.

Roger C. Schnittjer

Marilyn L. Schnittjer

Charles W. Becker

Patricia F. Becker

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14 day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger C. Schnittjer and Marilyn L. Schnittjer, 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
Expires Mar 22, 2001

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14 day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles W. Becker and Patricia F. Becker, 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
Expires Mar 22, 2001