Larry Sloan
2188 Dawn Dr.
Manson, IA 50563

DELAWARE COUNTY IOWA
FILED
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ROCK LANE
DEBORAH L. PETTON
DELAWARE CO. RECORDER
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Prepared by: Marcheta R. Cooey, 2607 220th Ave., Delhi, IA 52223-8503, ph. 563 9222792

ROAD EASEMENT AGREEMENT

WHEREAS, Archie W. Cooey and Marcheta R. Cooey, husband and wife are the owners of the adjacent property on the East side of Lot 1A, Lot 1, and the owners of the Lot 2 leased by Robert L. and Sandra S. Nolta all in HARTWICK LAKE CLUB WEST SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 24 AND OF PART OF THE NORTH 1/2 OF SECTION 25, ALL IN T88N, R5W OF THE FIFTH P.M., DELAWRE COUNTY, IOWA.

WHEREAS, Larry A. Sloan and M. Lois Sloan, husband and wife are the owners of Lot 1A and Lot 1 of said Subdivision, and wish to develop Lot 1A with an access lane to serve Lot 1A.

WHEREAS, Robert L. Nolta and Sandra S. Nolta, husband and wife have worked with the Sloans in establishing the location for said access lane, and have agreed on this location, which has been approved by Marcheta and Archie Cooey.

WHEREAS, all parties have agreed to a 20 foot easement as described below:
Beginning approximately 60 feet East of the East line of Lot 3 on the South side of the existing road and approximately 25 feet from the center of the Y of the existing road, then running in a South Westerly direction to the North East corner of Lot 2. The Westerly side of the new easement running just South of the North East corner of Lot 2, then proceeding through Lot 2 to a distance of 60 feet West of the SE corner of Lot 2.

THEREFORE, in consideration of the mutual promises, obligations, and rights herein created, said parties do hereby give, grant and convey unto each other and unto their heirs, successors, and assigns, said 20 foot lane right-of-way or easement as described above.

Said joint lane or easement thus created shall be for the joint use of the parties hereto and their heirs, successors, and assigns, for joint access purposes for ingress and egress to their respective properties for their use along with others rightfully using same and they will not construct or do anything to prevent the free and uninterrupted use of said lane by the other parties for the purposes for which this joint easement is being created.

The easement granted hereby shall be subject to any burdens or encroachments now existing and each of the parties hereto, does expressly reserve the right to maintain present structures as on said lots, not withstanding any provision of this Agreement or the rights herein granted; however, Archie W. Cooey and Marcheta R. Cooey, husband and

wife, and Robert L. Nolta and Sandra S. Nolta, husband and wife, or any future owners or leasee of Lot 2 or the land East of Lot 2, are under no obligation to maintain said easement or lane.

The rights herein granted shall be for the special benefits of the owners of the Lots described herein and shall inure to the benefit thereof and shall run with the land to any future owners thereof so long as the same shall be used and maintained for access. purposes.

Dated this 3 day of Sept, 2001

Larry A. Sloan

M. Lois Sloan

Robert L. Nolta

Sandra S. Nolta

Archie W. Cooey

Marcheta R. Cooey

State of IOWA

County of Delaware

Subscribed and sworn/affirmed before me this 3 day of Sept, 2001

by Larry A. Sloan, M. Lois Sloan

Robert L. Nolta, Sandra S. Nolta

Notary Public

My Commission expires: 9-28-2001

Marcheta R. Cooey
Notary Public, State of Iowa
My Commission Expires Sept. 28, 2001

State of IOWA

County of Delaware

Subscribed and sworn/affirmed before me this 3 day of Sept, 2001

by Archie W. Cooey, Marcheta R. Cooey

Notary Public

My Commission expires: