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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

Return to: Midland Escrow, 100 First Ave N.E. #109, Cedar Rapids, Iowa 52401

EASEMENT AGREEMENT

This Agreement made and entered into this 31st day of January, 2006 by and between Robert A. Roof, Jr. and Kay Lawson Roof, husband and wife (hereinafter first parties) and Charles M. McNally and Glee I. McNally, husband and wife (hereinafter second parties).

WHEREAS, First parties are the owners of the following described real estate located in Delaware County, Iowa and legally described as follows:

Lot 5 of HLC Third Subdivision to Section 30, Township 88 North, Range 4, and West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2004, Page 1965 of the records of the Delaware County Recorder

AND WHEREAS, Second parties are the owners of the following described real estate located in Delaware County, Iowa and legally described as follows:

Lot 4 of HLC Third Subdivision to Section 30, Township 88 North, Range 4, and West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2004, Page 1965 of the records of the Delaware County Recorder

AND WHEREAS, the driveway that serves Lot 4 and runs from 225th Avenue to the said Lot 4 crosses a portion of the above described Lot 5;

AND WHEREAS, the parties wish to enter into an agreement regarding a grant of an Easement in favor of the owner of Lot 4 to establish the right to use said driveway.

NOW, THEREFORE, in consideration of $1.00 and other invaluable consideration paid by Second party to First parties, the receipt of which is hereby acknowledged, they agree as follows:

1. First parties hereby grant onto the Second parties, their heirs, successors and assigns, a perpetual Easement and right-of-way over and across that part of the Northeasterly portion of Lot 5 where the driveway for Lot 4 is currently located and indicated on the attached Plat of Survey and by this reference made a part hereof. Said Easement is to be used for ingress and egress from 225th Avenue to Lot 4 described above.

2. First parties, for and on behalf of themselves, their heirs, successors and assigns, covenant that they will not place anything on the driveway area or in any way block or otherwise impede the use of the driveway area.

3. Second parties, for and on behalf of themselves, their heirs, successors and assigns, agree that any and all costs for improving and/or maintaining the driveway for Lot 4 shall be paid by the owner of the said Lot 4.

4. Second parties, for and on behalf of themselves, their heirs, successors and assigns, shall bear full responsibility for the use and enjoyment of the driveway and shall hold the First parties, their heirs, successors and assigns harmless from any claims for damages to persons or premises as a result of the use, occupancy and possession of the Easement area.

5. This easement agreement shall be deemed to be perpetual and be a covenant that runs with the title to the land and shall be binding upon the parties hereto, their respective heirs, successors and assigns.

First Parties:

Robert A. Roof

Kay Lawson Roof

Second Parties:

Charles M. McNally

Glee I. McNally

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 11 day of ~~January~~ February, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. Roof and Kay Lawson Roof, husband and wife, to me 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
DENNIS IRWIN WOOD

DENNIS IRWIN WOOD
COMMISSION EXPIRES
3-22-07
IOWA NOTARIAL SEAL

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 8 day of ~~January~~ February, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Charles M. McNally and Glee I. McNally, husband and wife, to me 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.

Dennis Irwin Wood
Notary Public in and for the State of Iowa

DENNIS IRWIN WOOD

