Book 2011 Page 94

Document 2011 94 Type 06 006 Pages 2
Date 1/06/2011 Time 10:13:21AM
Rec Amt $14.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Env. Lorher + Lorher
PO Box 7
Farley, IA 52046-0007

Prepared by and return to: Alex P. Galyon, 321 East Walnut Street, Suite 200, Des Moines, IA 50309 (515)237-1181

Mutual Non-Exclusive Easement for Ingress and Egress

THIS AGREEMENT made this 17th day of December, 2010, between Steven J. Sheppard and Mary Kay Sheppard, husband and wife, hereinafter referred to as "Grantors"; and William P. Krapfl and Amelia A. Krapfl, husband and wife, hereinafter referred to as "Grantees",

WITNESSETH:

WHEREAS, Grantors are the owners of the following described real estate located in Delaware County, Iowa, hereinafter referred to as Parcel "A":

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and the East one-half (E 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty Four (24), Township Eighty Seven (87) North, Range Five (5), West of the 5th P.M.

WHEREAS, Grantors are the owners of the following described real estate which adjoins the above described tract to the North side of said tract, hereinafter referred to as Parcel "B":

The South One-half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty Four (24), Township Eighty Seven (87) North, Range Five (5), West of the 5th P.M.

WHEREAS, Grantees are purchasing from Grantors Parcel "A".

WHEREAS, There is currently constructed a machine shed/shop "the machine shed", which the parties believe to be located over the boundary line between Parcel "A" and Parcel "B". The machine shed, will become the property of Grantees upon closing on the purchase of Parcel A. The parties wish to establish an easement for use and regular maintenance of the machine shed, including rights of ingress and egress on, over and across Parcel "B" for said purposes.

THEREFORE, Grantors hereby grant Grantees, their successors, heirs and assigns a perpetual easement for use and regular maintenance of the machine shed, including rights of

ingress and egress on, over and across Parcel "B" for said purposes. However, if the machine shed is ever damaged or destroyed, such that the cost of repairs exceeds 50% of the replacement value of the machine shed, or the machine shed is moved or replaced, this easement shall terminate.

In witness hereof, each party to this agreement has executed said agreement this 3rd day of ~~December, 2010~~. January, 2011

Grantors:

Steven J. Sheppard

Mary Kay Sheppard

Grantees:

William P. Krapfl

Amelia A. Krapfl

STATE OF IOWA, COUNTY OF

This instrument was acknowledged before me on 1/3/2011, by Steven J. Sheppard and Mary Kay Sheppard.

Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
1/30/2011

Rosemary Drees
, Notary Public

STATE OF IOWA, COUNTY OF

This instrument was acknowledged before me on 1-4-2011, by William P. Krapfl and Amelia A. Krapfl.

, Notary Public

TODD J. LOCHER
Iowa Notarial Seal
Commission Number: 176419
My Commission Expires: 10/12/12