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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to:
John C. Compton, 116½ W. Mission St., Strawberry Point, IA 52076 563-933-4334

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT made and entered into this 18th day of May, 2012 by and between Floyd Sampson and Gwenlyn G. Sampson, husband and wife, whose address for purposes of this Agreement is 1005 290th Ave., Colesburg, Iowa (hereinafter referred to as First Parties), Perry F. Sampson and Elaine M. Sampson, husband and wife, whose address for purposes of this Agreement is 2859 State Hwy. 3, Colesburg, Iowa (hereinafter referred to as Second Parties) and Andrew Salow and Crystal Salow, husband and wife, whose address for purposes of this Agreement is 300 N. Chestnut St., Edgewood, Iowa (hereinafter referred to as Third Parties) as follows:

WHEREAS First Parties are the Owners and Second Parties are the Contract Buyers of real estate in Delaware County, Iowa described as:

> The South Half (S½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) east of the roadway, and the South Half (S ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) except Parcel L In the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) all in Section Four (4), Township Ninety North (T90N), Range Three (3) West of the 5th P.M. and;

WHEREAS Third Parties are the owners of certain real estate in Delaware County, Iowa described as:

> Parcel L in the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) in Section Four (4), Township Ninety North (T90N) Range Three (3) West of the 5th P.M. and;

WHEREAS there exists an access from Highway 3 which shall service both properties and the parties hereto mutually desire to reduce to writing the terms and conditions of use of the access;

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The description of the Easement is set forth in the Plat of Survey of Parcel L in the SW¼-SE ¼ and SE¼-SW¼ Section 4, T90N, R3W and is as follows:

> Commencing at the Southwest Corner of Parcel L in said Section, thence South 89°-44'-34" East, 50.00 feet along the South Line of said Parcel to the Point of Beginning; thence South 00°-15'-26" West, 20.00 feet; thence South 89°-44'-34" East, 123.15 feet; thence North 00°-15'-26" East, 20.00 feet to said South Line; thence North 89°-44'-34" West, 123.15 feet along said Line to the Point of Beginning, subject to other easements of record.

2. That First and Second Parties shall have the right to use the Easement for access to farm property and will have the right to traverse the easement property with farm equipment, machinery and vehicles.

3. That Third Parties shall have the right to use the Easement for access to their residential property and shall have the right of ingress and egress over and upon the easement property by vehicle.

4. No party shall block the access easement with vehicles, equipment, structures or any impediment. No party shall construct any building adjacent to the Easement which would hinder access by any party.

5. That all parties shall use the Easement in such a manner and at such times to allow peaceful enjoyment of both parcels served thereby.

6. The parties acknowledge that the driveway and easement is unimproved. All parties assume the risk of use of the Easement as currently established. Any improvement to the Easement shall be done only with unanimous approval of the parties, and shall be solely the cost of the party desiring the improvement. The other parties hereto shall not be required to contribute to improvements made by only one party hereto.

7. This Easement shall bind the parties hereto, their heirs, executors and successors in interest and shall run with the land. It shall not be otherwise assigned by any party hereto.

Dated at Strawberry Point, Iowa this 18th day of May, 2012.

Floyd Sampson	Perry F Sampson	Andrew Salow
Floyd Sampson	Perry F. Sampson	Andrew Salow
Gwenlyn Sampson	Elaine M. Sampson	Crystal Salow
Gwenlyn G. Sampson	Elaine M. Sampson	Crystal Salow
First Parties	Second Parties	Third Parties

STATE OF IOWA)
)ss:
CLAYTON COUNTY)

On this 18th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Floyd Sampson and Gwenlyn G. Sampson, 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.

JOHN C. COMPTON
Commission Number 129361
My Commission Expires
3/31/2013

Notary Public, State of Iowa

STATE OF IOWA)
)ss:
CLAYTON COUNTY)

On this 18th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Perry F. Sampson and Elaine M. Sampson, 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.

JOHN C. COMPTON
Commission Number 129361
My Commission Expires
3/31/2013

Notary Public, State of Iowa

STATE OF IOWA)
)ss:
CLAYTON COUNTY)

On this 18th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Salow and Crystal Salow, 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.

JOHN C. COMPTON
Commission Number 129361
My Commission Expires
3/31/2013

Notary Public, State of Iowa