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Document 2013 3368 Type 03 006 Pages 3
Date 10/24/2013 Time 12:43:45PM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & return to Carr & Carr Attorneys, 117 S. Franklin St., Box 333, Manchester, IA 52057 (563) 92704164
Grantors: Charles A. Hempstead and Jacqualin M. Hempstead Grantee: Donald H. Klingler

EASEMENT

WHEREAS Charles A. Hempstead and Jacqualin M. Hempstead, husband and wife, hereinafter First Party own the following described real estate:

> Lot Four (4) and that part of Lot Twenty Eight (28) described as commencing at the Northernmost corner of said Lot Four (4) and running thence Westerly along the Northerly line of Lot Four (4) one hundred twenty five (125.0) feet, thence Northerly at right angles to preceding line thirty (30.0) feet, thence Easterly at right angles to preceding line one hundred twenty five (125.0) feet, thence Southerly at right angles to preceding line thirty (30.0) feet to the point of beginning, in Stone's First Addition to Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 90; same being a part of the South one-half (S½) of the Northwest Quarter (NW¼) of Section Twenty Five (25), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M.

WHEREAS Donald H. Klingler, a single person, hereinafter Second Party owns the following described real estate:

> Stones 3rd Addition, Lot 2 and Lake Frontage thereof, in Delaware County, Iowa, subject to easements, covenants and restrictions of record. In Section 25, Township 88 North, Range 5 West of the 5th P.M.

WHEREAS there is a driveway and retaining wall located on the property of the Second Party that encroaches over unto property of the First Party. A Retracement Plat of Survey recorded in Book 2013, Page 3318 shows the exact encroachment.

It is therefore agreed between the parties in consideration of the promises and performances herein as follows:

1. First Party grants to Second Party an Easement on and over that part of their property where the encroachment exists including reasonable access for repairs.

2. This Easement shall remain effective for so long as the encroachment remains in place including any reasonable repairs thereto.

3. Second Party agrees that no further encroachment of any type will be constructed.

4. Second Party agrees to hold harmless First Party and save them in full from any and all liability whatsoever arising from usage of any part of the encroachment.

5. Upon the complete destruction or removal of the encroachment this Easement shall terminate.

6. This Easement will run with the land and be binding upon the heirs, successors and assigns of both parties hereto.

Dated this 23rd day of October, 2013.

Charles A. Hempstead

Jacqualin M. Hempstead

Donald H. Klingler

STATE OF IOWA)
DELAWARE COUNTY)

This instrument was acknowledged before me on this 23rd day of October, 2013 by Charles A. Hempstead and Jacqualin M. Hempstead, husband and wife.

JENNIFER J. FINN
Commission Number 750069
My Comm. Exp. 11-26-13

Notary Public in and for the State of Iowa.
Jennifer J. Finn

STATE OF IOWA)
DELAWARE COUNTY)

This instrument was acknowledged before me on this 23rd day of October, 2013 by Donald H. Klingler.



Jennifer J. Finn, Delaware County

Notary Public in and for the State of Iowa

Jennifer J. Finn