Recorded: 12/3/2013 at 12:40:27.0 PM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2013 PG: 3732

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

EASEMENT AGREEMENT

This Agreement entered into this 27th day of November, 2013, by and between Charles L. Hauser and Mollie J. Hauser, husband and wife (hereinafter "First Party") and Terrence M. Johnson and Karol L. Johnson, husband and wife (hereinafter "Second Parties").

WITNESSTH:

WHEREAS, First Party owns the following described real estate located in Manchester, Delaware County, Iowa:

Lot Thirteen (13) except the East 124 feet of the North 80 feet and except the East 120 feet of the South 52 feet Henry Acers' Addition to Manchester, Iowa;

AND WHEREAS, Second Parties are the owners of the following described real estate located in Manchester, Delaware County, Iowa.

The North Eighty (80.0) Feet of the East one hundred twenty-four (124) feet of Lot One Hundred Thirteen (113), and the South two (2.0) feet of the East one hundred twenty-four (124.0) feet of Lot One Hundred Fourteen (114) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.

AND WHEREAS, the Parties wish to enter into an Easement Agreement whereby Second Parties will be granted an easement over and across a portion of the real estate owned by First Party under the terms and conditions as stated herein.

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, and in consideration of $1.00 and other valuable consideration paid by Second Parties to First Party they agree as follows:

1. Second Parties own a garage which is located partially on the real estate owned by First Party and encroaches approximately two feet over the easterly boundary of the real estate owned by First Party. The Parties agree that Second Parties, their heirs, successors and assigns will continue to be allowed to maintain this encroachment and shall also be allowed an easement over and across an additional five feet adjacent to said encroaching building so as to allow Second Parties, their heirs, successors and assigns to mow around said building and maintain said building.

2. Second Parties their heirs, successors and assigns agree that at such time said building is removed from the premises that any replacement building shall be placed within the boundaries of the real estate owned by Second Parties. At such time the easement granted herein shall end and be of no further force and effect.

3. Second Parties, their heirs, successors and assigns shall take no actions with regard to said building which will in any way increase or expand the currently existing encroachment. This easement agreement shall be binding upon First Party, his heirs, successors and assigns.

First Party

Charles L. Hauser

Charles L. Hauser

Mollie J. Hauser

Mollie J. Hauser

Second Parties

Terrence M. Johnson

Terrence M. Johnson

Karol L. Johnson

Karol L. Johnson

STATE OF Iowa **, COUNTY OF** Delaware **ss:**

On this 22nd day of November, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles L. Hauser and Mollie J. Hauser, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Jennifer J. Finn

Notary Public in and for the State of Iowa

Jennifer J. Finn

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

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 27th day of November, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence M. Johnson and Karol L. Johnson, husband and wife, 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.

JENNIFER J. FINN
Commission Number 750069
My Comm. Exp. 11-26-16

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