Recorded: 12/4/2013 at 12:22:19.0 PM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2013 PG: 3760

PREPARED BY/RETURN TO: WILLIAM P. PROWELL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

CRAWL SPACE EASEMENT AGREEMENT

This Agreement is made and entered into December 2, 2013, by and between David K. Fry, a single person ("DKF" or "Grantor"), Larry A. Sloan and M. Lois Sloan, husband and wife, and Vicki Jo Shadle and Craig A. Shadle, wife and husband, ("Sloan and Shadle" or "Grantee").

A. DKF is the owner of the following described real estate situated in Delaware County, Iowa:

See Exhibit A, Page 4, attached hereto.

("DKF Parcel").

B. Sloan and Shadle are the owners of the real estate situated immediately adjacent to and to the north of the DKF Parcel and legally described as:

See Exhibit B, Page 5, attached hereto.

("Sloan and Shadle Parcel").

C. The DKF Parcel and the Sloan and Shadle Parcel were originally owned in common. When the parcels were split, certain utilities and other features of the parcels and the improvements on them were not or could not be split such that the electrical line, for example, for the DKF Parcel runs across the Sloan and Shadle Parcel. There are other aspects of the DKF Parcel and the Sloan and Shadle Parcel which connect them. DKF and Sloan and Shadle now wish to document certain features of their parcels to make it clear how the two parcels connect and what rights each needs to have in and to the property of the other and for such purpose are entering into certain agreements of which this is one.

D. The home located on the Sloan and Shadle Parcel is fully within the boundaries of the Sloan and Shadle Parcel. However, in order for Sloan and Shadle to access the crawl space underneath the home, it is necessary for Sloan and Shadle to travel upon a portion of the DKF Parcel. In addition, DKF would like to have access to the cart path and driveway located on the Sloan and Shadle parcel in order for DKF to have access to the Maquoketa River/Lake Delhi. In order to define the rights between the parties with respect to such accesses, the parties execute this Agreement.

In consideration of the mutual undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. By execution hereof, Grantor hereby grants to Grantee for the benefit of the Sloan and Shadle Parcel, an easement and right of way over and across the DKF Parcel at the location depicted on Exhibit C, Page 6, and for

purposes of permitting Sloan and Shadle to reasonably access the crawl space underneath their home. This easement shall expire at such time as such access is no longer necessary whether by virtue of a change to, destruction of, or a relocation of the existing home on the Sloan and Shadle Parcel. Grantee will repair any damage done to the DKF Parcel by Grantee's use of the easement granted hereby. Grantee will indemnify, hold harmless Grantor from and against any damages, claims or costs arising out of the use of the easement and the crawl space.

2. By execution hereof, Grantee hereby grants to Grantor for the benefit of the DKF Parcel, an easement and right-of-way over and across the driveway and the cart path on the Sloan and Shadle Parcel for the purpose of permitting DKF to reasonably access the Maquoketa River/Lake Delhi in vehicles and on foot. Grantor will repair any damage done to the Sloan and Shadle Parcel by Grantor's use of the easement granted in this paragraph 2. Grantor will indemnify, hold harmless Grantee from and against any damages, claims or costs arising out of Grantor's use of the easement granted in this paragraph 2.

3. This instrument shall be governed by and interpreted in accordance with the laws of the state of Iowa. Invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision. This instrument shall be binding upon and inure to the benefit of Grantor and Grantee, their successors, personal representatives and assigns. This instrument may be executed in one or more counterparts and all of such counterparts taken together shall constitute one and the same instrument.

David K. Fry

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 2nd day of December, 2013 by David K. Fry, a single person.

Notary Public – State of Iowa

PEGGY MINZENMEYER
Commission Number 771954
My Commission Expires
March 2, 2015

Larry A. Sloan

M. Lois Sloan

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 26 day of NOVEMBER, 2013 by Larry A. Sloan and M. Lois Sloan, husband and wife.

Notary Public – State of Iowa

Vicki Jo Shadle

Craig A. Shadle

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 25 day of NOVEMBER, 2013 by Vicki Jo Shadle and Craig A. Shadle, wife and husband.



Notary Public – State of Iowa

Exhibit A

Lot 1A; Parcel G, Part of Lot 1Hartwick Lake Club West Subdivision Sec. 25, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 2940

AND

All lake frontage, running to the water front and then at right angles to the middle of Delhi Lake, also called Hartwick Lake, in respect to and adjoining premises known as Lot One-A (1A) and the South 36 feet of Lot One (1) of Plat of Hartwick Lake Club West Subdivision of Part of the South One-Half (S1/2) of Section Twenty-Four (24) and of Part of the North One-Half (N1/2) of Section Twenty-Five (25), all in Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40, and also known as Lot1 A; Parcel G, Part of Lot 1 Hartwick Lake Club West Subdivision, Sec. 25, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat of survey recorded in Book 2001, Page 2940

Exhibit B

Lot One (1) of the Plat of Hartwick Lake Club West Subdivision of Part of the South One-half (S½) of Section Twenty-four (24) and Part of the North One-half (N½) of Section Twenty-five (25), all in Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40, except Parcel G per plat recorded in Book 2001 Page 2940.

AND

All lake frontage, running to the water front and then at right angles to the middle of Delhi Lake, also called Hartwick Lake, in respect to and adjoining premises known as Lot One (1) of the Plat of Hartwick Lake Club West Subdivision of Part of the South One-half (S½) of Section Twenty-four (24) and Part of the North One-half (N½) of Section Twenty-five (25), all in Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40, except Parcel G per plat recorded in Book 2001 Page 2940.

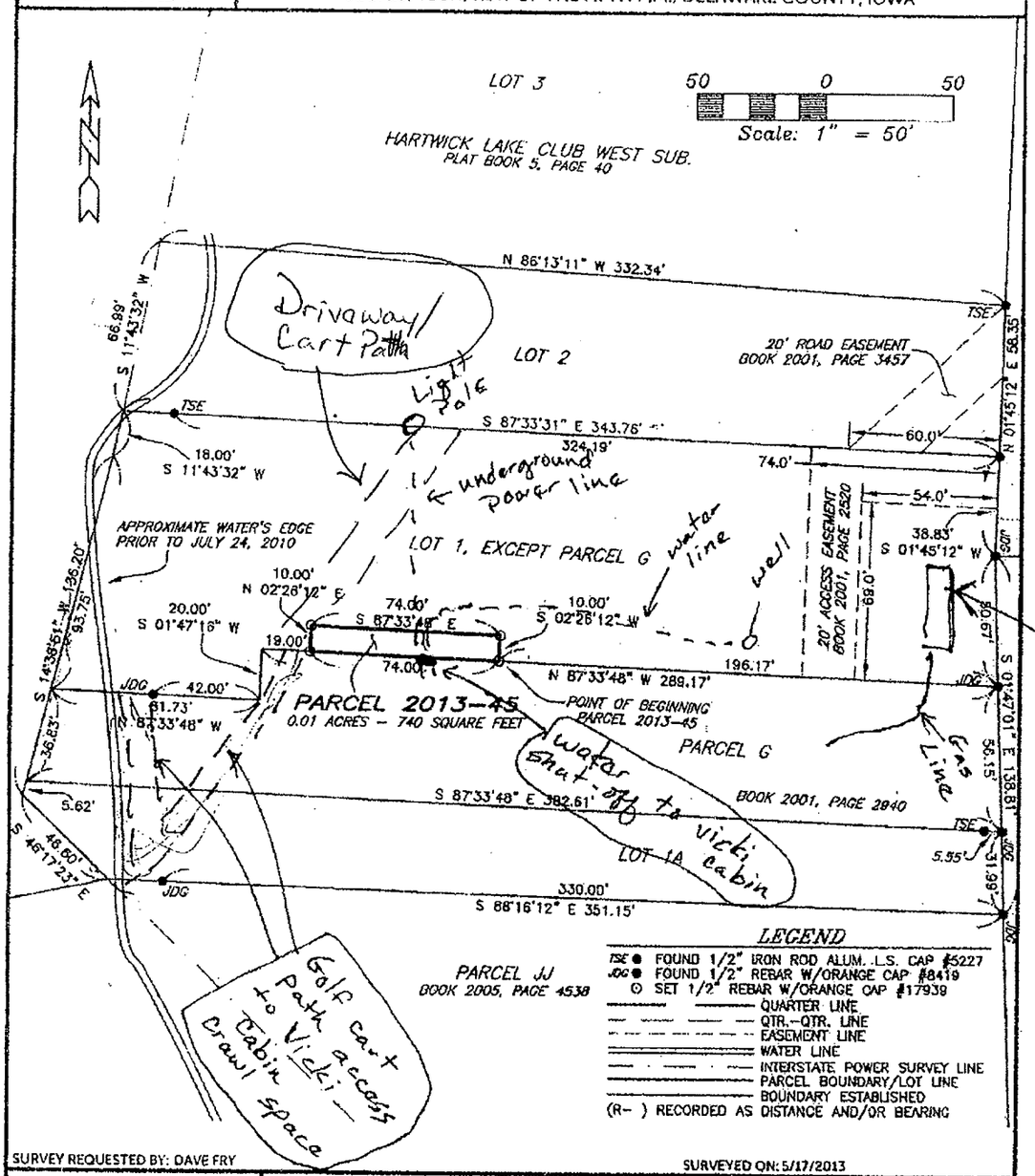
Exhibit C

PREPARED BY/RETURN TO: RANDALL L. RATTENBORG 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

PLAT OF SURVEY

PARCEL 2013-45

PART OF LOT 1 HARTWICK LAKE CLUB WEST SUBDIVISION
SEC. 25, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



SURVEY REQUESTED BY: DAVE FRY

SURVEYED ON: 5/17/2013

PROPRIETORS: VICKI JO SHADLE & CRAIG A. SHADLE

DRAFT

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RANDALL L. RATTENBORG P.L.S. LIC. #17939 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2013

SHEETS COVERED BY THIS SEAL: 1-2

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 13-40	SLOAH 03-51
SCALE: 1"=50'	
DATE: 5/20/2013	
DRAWN BY: RLR	
CHECKED BY: DDK/JAW	
GPS BOX: LAKE DELHI	
SHEET 1 OF 2	