Scott Klaren
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Hopkinton IA 52237-0741

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARER: Nick Strittmatter 123 East First Street PO Box 229 Monticello,IA 52310 Ph 319-465-3531
RETURN TO: Preparer

REVISED EASEMENT AGREEMENT

This Agreement is entered into by and between SCOTT D. KLAREN and SHEILA KLAREN, husband and wife, (KLAREN) and DUSTIN RAY SCHROEDER, a single person (SCHROEDER).

KLAREN owns the following property in Delaware County, Iowa:

Lot 2 excepting the East 10 feet of the N 1/2 of Lot 2; and also excepting the South 30 feet of Lot 2; and the East 10 feet of the Northerly 66 feet of Lot 3,

AND

The South 30 feet of Lot 2, and that part of Lots 8, 9, 10, 11, and 12 lying North of the Railroad Right of Way,

All in Block 7 of Hopkinton Addition by H.A. Carter, according to plat recorded in Book E L.D., Page 529 and plat recorded in Book 2002, Page 2149.

SCHROEDER owns the following property in Delaware County, Iowa:

Lot 1 and the East 10 feet of the N 1/2 of Lot 2, Block 7, Hopkinton Addition by H.A. Carter, according to said plat.

For good and adequate consideration, receipt of which is hereby acknowledged by both parties, the parties agree to cancel the *EASEMENT AGREEMENT* recorded August 11, 2008 in Book 2008, Page 2484, of the Delaware County Recorder's Office and in its place the parties enter into this *REVISED EASEMENT AGREEMENT* and agree as follows:

KLAREN hereby grants to SCHROEDER a 10 foot wide easement for purposes of ingress and egress over and through an existing lane commencing at Lux Lane (formerly the site of the Railroad Right-of-Way) near the joint boundary of the aforementioned Lots 11 and 12 and running north to a point 15 feet north of the south line of Lot 2 which is sufficient to allow SCHROEDER to access his existing driveway into his property. SCHROEDER shall pay KLAREN one hundred twenty dollars ($120) on each June 1st beginning June 1, 2014 for the subsequent twelve (12) month period to cover the property taxes and maintenance of the easement. This easement shall run with the land so long as the SCHROEDER property is used for a single family dwelling. This easement shall be used only by the inhabitants of the SCHROEDER property. Any breach of this Agreement shall serve as a basis for terminating this Agreement and the easement right granted hereunder. KLAREN may recover reasonable attorney fees to enforce all aspects of this *REVISED EASEMENT AGREEMENT.*

AGREED TO by the parties on the dates shown below.

Scott Klaren 5/8/14
SCOTT D. KLAREN **Date**

Dustin Schroeder 5/8/14
DUSTIN RAY SCHROEDER **Date**

Sheila Klaren 5-8-14
SHEILA KLAREN **Date**

STATE OF IOWA, COUNTY OF DELAWARE, §

Subscribed and sworn to before me by SCOTT D. KLAREN and SHEILA KLAREN, husband and wife, and DUSTIN RAY SCHROEDER on this 8 day of May, 2014.

Crystal K Sternhagen
Notary Public

CRYSTAL K STERNHAGEN
Notarial Seal - Iowa
Commission # 156282
My Commission Expires 5-14-17