City of Earlville
19 Northern Ave
Earlville IA 52041

Book 2014 Page 1380

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Attorney Luke D. Guthrie, Roberts, Stevens, Prendergast & Guthrie, PLLC
321 E. 4th Street, P.O. Box 956, Waterloo, IA 50704-0956 (319) 234-4600

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT is between the City of Earlville, Iowa ("City") and Michael Krapfl, ("Krapfl") as follows:

1. The City owns: Commencing at the Southwest (SW) corner of Lot Four(4) Block Eighteen (18) of the original town of Nottingham, now Earlville, Iowa, and running thence West (W) along an extension of the South (S) boundary of said Lot Eighteen (18) a distance of Thirty (30) Feet; thence South (S) Four hundred thirty two (432) feet more or less to the North (N) bank of a stream; thence in a Southeasterly direction along the North (N) bank of said stream a distance of Forty-eight (48) feet more or less to a point intersecting a line extending South (S) from the West (W) boundary of said Lot Four (4) Block Eighteen (18) to said stream; thence North (N) Four hundred-forty eight (448) feet more or less to the place of beginning, as per Land Deed Book 77 page 99.

2. The City hereby grants to Krapfl, their heirs, successors, and/or assigns the right of ingress and egress over the above-referenced property in order to access his homestead. Said right will be subject to the restriction of no semi trailer traffic.

3. The City agrees to maintain the above-referenced property. Krapfl agrees to pay the City one-half of all the maintenance costs of the property.

4. This Agreement shall be recorded with the Delaware County Recorder and shall be perpetual in nature, except that either party may terminate this agreement by giving the other party written notice of at least ninety (90) days prior to such termination.

5. In the event legal proceedings are commenced regarding the enforcement of this agreement, the prevailing party in any such action shall recover, in addition to any relief granted, reasonable attorney's fees for the other party.

6. This agreement sets forth the entire agreement and understanding of the parties with respect to matters contained herein and supersedes all prior agreements written or oral, regarding such matters, and the provisions herein may not be changed or modified by an instrument in writing signed by the parties hereto.

Dated this 9 day of May, 2014.

CITY OF EARLVILLE

Dan Wheeler, Mayor

Attest: Linda Gaul, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 9th day of May 2014 before me, Elaine May Diesburg a notary public in and for the State of Iowa, Personally appeared Dan Wheeler and Linda Gaul to me personally know, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Earlville, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, and that Dan Wheeler and Linda Gaul acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Elaine May Diesburg
Notary Public

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-19-2016

Michael Krapfl

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 17th day of May, 2014, before me, the undersigned, a Notary Public in the for the State of Iowa, personally appeared Michael Krapfl, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-19-16

Elaine May Diesburg
Notary Public