Book 2015 Page 1911
Document 2015 1911 Type 06 010 Pages 5
Date 7/20/2015 Time 9:57:55AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARER: Nick Strittmatter 123 East First Street PO Box 229 Monticello IA 52310 Ph 319-465-3531
TAX INFO: Scott and Sheila Klaren, P.O. Box 241, Hopkinton, IA 52237
RETURN TO: PREPARER

AFFIDAVIT IN SUPPORT OF TERMINATION OF REVISED EASEMENT AGREEMENT

TO WHOM IT MAY CONCERN: **STATE OF IOWA, COUNTY OF JONES, §**

The undersigned, first being duly sworn upon oath (or upon affirmation) depose and state:

That the relationship of the undersigned to this transaction appears from the **Notice of Forfeiture of Revised Easement Agreement, hereto attached, together with return(s) of service thereof**; which Notice and return(s) are by this reference made a part of this Affidavit as fully as if set forth herein; that by reason of such relationship the facts herein stated are within the personal knowledge of such Affiant.

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

That the default(s) mentioned in said Notice have not been removed nor performed nor paid in any amount by the said Dustin Ray Schroeder, nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by the said Dustin Ray Schroeder or anyone; that Scott D. Klaren and Sheila Klaren have retaken possession of said real estate subject to the aforementioned Revised Easement Agreement following the expiration of said 30 days period.

That the Revised Easement Agreement mentioned in said Notice specifically provides for the termination of Dustin Ray Schroeder's rights in such Agreement.

That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this Affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

That this Affidavit is made as supporting proof, record and notice, that the Revised Easement Agreement referred to in said Notice of Forfeiture is now null and void, stands terminated, forfeited and cancelled and is of no force and effect whatsoever.

SCOTT D. KLAREN **Affiant**

Subscribed in my presence and sworn to before me by the said Affiant this 16th day of July, 2015.

VICKY L. MULLER **Notary Public**

VICKY L MULLER
Commission Number 787987
My Commission Expires
January 21, 2018

Return of Service

IN THE IOWA SMALL CLAIMS COURT IN AND FOR DELAWARE COUNTY

SCOTT D. KLAREN AND SHEILA KLAREN
VS
DUSTIN RAY SCHROEDER

Case Number: **SCHROEDER,DUSTIN**
Civil Number: **15-000373**
Date Received: **06/15/2015 @ 11:07**
Date Printed: 06/16/2015 @ 9:55

STATE OF IOWA
DELAWARE COUNTY }

I hereby certify that I served a copy of:

NOTICE OF FORFEITURE OF REVISED EASEMENT AGREEMENT

To: SCHROEDER,DUSTIN RAY at 312 2ND ST SE HOPKINTON IA 52237
on **06/15/2015 @ 21:10** Type of Service: **PERSONAL**
Remarks:

JOHN A. LECLERE, SHERIFF
DELAWARE COUNTY

By: **/S/** DEPUTY B HILLEBRAND

Fees:

Service Fees:	15.00
Mileage:	20.70
Copies:	0.00
Total:	35.70

Paid By:
Date:
Check #:

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 6-15-15 TIME 11:07 AM

NOTICE OF FORFEITURE OF REVISED EASEMENT AGREEMENT

TO: DUSTIN RAY SCHROEDER
312 2nd Street SE
Hopkinton, IA 52237

You are hereby notified:

(1) The REVISED EASEMENT AGREEMENT dated and recorded May 8, 2014, as Document No. 2014 1040, in the office of the Delaware County Recorder and executed by SCOTT D. KLAREN and SHEILA KLAREN, husband and wife, AND, DUSTIN RAY SCHROEDER, a copy of which is attached hereto, requires SCHROEDER to pay KLARENS $120.00 each June 1st beginning June 1, 2014 in order to maintain and use a certain easement over the KLAREN property and granting an access to the SCHROEDER property.

SCHROEDER has failed to comply with the aforementioned AGREEMENT as follows:

a)	Unpaid balance of payment due 6/1/2014	$ 50.00
b)	Failure to make payment due 6/1/2015	$120.00
c)	Sheriff Fees to serve this Notice	$ 40.00
d)	Klaren's reasonable legal fees allowed by Agreement	$100.00
	TOTAL:	**$310.00**

(2) The REVISED EASEMENT AGREEMENT shall stand forfeited and terminated unless, SCHROEDER, the party in default, within thirty (30) days after the completed service of this notice, shall perform the terms and conditions in default.

Dated June 12, 2015.

SCOTT D. KLAREN & SHEILA KLAREN

STRITTMATTER LAW FIRM

By: _____

NICK STRITTMATTER (Their Attorney)
P.O. Box 229
Monticello, Iowa 52310-0229
Phone: (319) 465-3531

Scott Klaren
P.O. Box 741
Hopkinton IA 52237-0741

COPY

Book 2014 Page 1040
Document 2014 1040 Type 03 006 Pages 2
Date 5/08/2014 Time 9:02:46AM
Rec Amt $12.00

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:

COPY

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 D 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 Steinhagen
Notary Public

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