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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Justin Vorwald of Ehrhardt, Gnagy, McCorkindale, & Vorwald
132 S. Main Street, PO Box 306, Elkader, IA 52043 563.245.1722

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT is between the City of Earlville, Iowa ("City") and Timothy A. Krogmann and Jennifer L. Krogmann, ("Krogmanns") 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. Krogmanns own:
   Parcel 2019-13, Part of Parcel 2013-108 in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 36, Township Eighty-nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to a plat filed in Book 2019, Page 832, containing .51 acres, subject to easements of record.

3. The City hereby grants to Krogmanns, their heirs, successors, and/or assigns the right of ingress and egress over the city's above-referenced property in order to access the Krogmann property. Said right will be subject to the restriction of no semi-trailer traffic.

4. The City agrees to maintain its above-referenced property. Krogmanns agree to pay the City one-third of all the maintenance costs of the property. The City's property is also subject to an easement agreement entered into with Michael Krapfl and recorded on

June 13, 2014 in Book 2014, Page 1380. That agreement stated that Michael Krapfl was to pay one-half the maintenance costs of the City's property. It is intended that each of the three parties (the City, Krogmanns, and Krapfl) shall pay an equal share of the maintenance of the City's above-referenced property. Krapfl is an intended third party beneficiary of this agreement.

5. 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.

6. 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.

7. 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 8 day of July, 2019.

CITY OF EARLVILLE

Dan Wheeler, Mayor

Attest: Linda Gaul, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 29th day of July 2019 before me, Courtney Lynn Krapfl 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.

COURTNEY LYNN KRAPFL
Commission Number 776958
My Commission Expires
2/12/19

Notary Public

Timothy A. Krogmann

Jennifer L. Krogmann

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 9th day of August, 2019, before me, the undersigned, a Notary Public in for the State of Iowa, personally appeared Timothy A. Krogmann and Jennifer L. Krogmann, 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.

Notary Public

MATTHEW GOERDT
Commission Number 196204
My Commission Expires
5-4-2022