

Recorded: 7/12/2018 at 4:19:31.0 PM
Fee Amount: \$17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 1979

ENCROACHMENT AND EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: Thomas J. Hanson, 401 East Main Street, Manchester, IA 52057,
Phone: (563) 927-5920

Return Address: Thomas J. Hanson, 401 East Main Street, Manchester, IA 52057, Phone:
(563) 927-5920

Grantors: Alan B. Cook

Grantees: David L. Sage

Legal Description: See Page 2

Document or instrument number if applicable:

ENCROACHMENT AND EASEMENT AGREEMENT

WHEREAS, Alan B. Cook, a single person (Cook), is the owner of the following described real estate located in Delaware County Iowa:

Commencing at the Northwest corner of Lot Two (2) of the Subdivision of Lot Eleven (11) of the Subdivision of the Southwest Quarter $\frac{1}{4}$ and the South half $\frac{1}{2}$ of the Northwest Quarter $\frac{1}{4}$ of Section Twenty Eight (28) in Township Eighty Nine (89) North, Range Five (5) West of the 5th P.M., thence East along the North line of said Lot Two (2) to the Northeast corner thereof; thence South along the East line sixty-nine (69) feet; Thence West one a line parallel to the North line of said Lot Two (2) to the West line of said Lot Two (2) thence North Sixty-nine (69) feet to the place of beginning, being a strip of land (69) sixty-nine feet wide off the North side of said Lot Two (2) of the Subdivision of said Lot Eleven (11) of said Subdivision of said Southwest Quarter $\frac{1}{4}$ and the South one half ($\frac{1}{2}$) of Northwest Quarter $\frac{1}{4}$ of Section 28, Township 89 North, Range Five (5), West of the 5th P.M.

WHEREAS, David L. Sage, a married person (Sage), is the owner of the following described real estate located in Delaware County, Iowa:

The South sixty two (62) feet of Lot Five (5) of the Subdivision of Lot Eleven (11) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$) and the South one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 47.

WHEREAS there is a garage owned by Sage that encroaches across the north boundary of the Cook property; and there is a fence located on the Cook property that runs from the Northeast corner of the house to the Northeast corner of the lot that is situated approximately three feet south of the actual north boundary line of the Cook property;

For the consideration of one dollar and other good and valuable consideration, the parties agree as follows:

1. Cook hereby grants onto Sage, his heirs, successors and assigns and easement for that portion of the Cook property upon which the Sage property encroaches. Said easement will continue until such time as the garage is removed. Any replacement of the garage must be completely on the Sage property.
2. The parties acknowledge and agree that the actual boundary separating the Cook property from the Sage property is the surveyed boundary line separating the properties and not the fence which is located wholly on the Cook property. Sage makes no claim for any portion of the Cook property that lies north of the fence.

3. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

DATED this 11 day of July, 2018.

Alan B. Cook

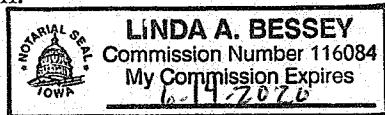
Alan B. Cook

David L. Sage

David L. Sage

STATE OF IOWA, COUNTY OF DELAWARE, ss:

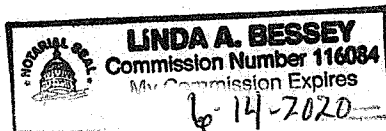
This record was acknowledged before me on July 11, 2018, by Alan B. Cook, a single person.



Linda A. Bessey
Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on July 11, 2018, by David L. Sage, a married person.



Linda A. Bessey
Signature of Notary Public