

citizens State Bank
PO Box 4
Strawberry Point, IA 52076



Book 2018 Page 3061

Document 2018 3061 Type 03 006 Pages 2

Date 10/29/2018 Time 9:27:58AM

Rec Amt \$17.00*

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to:

John C. Compton, 116½ W. Mission St., Strawberry Point, IA 52076 563-933-4334

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT, made and entered this 26th day of October, 2018 by and between Bruce A. Hemann and Kely M. Hemann, husband and wife (GRANTORS), whose address for purposes of this Agreement is 506 E. Morrison St., Edgewood, Iowa and Brett D. Streicher and Macy G. Streicher, husband and wife (GRANTEES), whose address for purposes of this Agreement is 500 E. Morrison St., Edgewood, Iowa as follows:

1. Grantors own the residence and adjoining Lot located at 506 E. Morrison St. described as:

Lot Nine (9) and Lot Eight (8) of South Town Manor; according to Plat at Book 5, Plats, Page 47 of the records of Delaware County, Iowa.

2. Grantees are purchasing the residence at 500 E. Morrison St. described as:

Lot Seven (7) of South Town Manor, A Subdivision Of Part Of Lot 2, Lot 3, And Lot 4, All In The Subdivision Of Lot 5 Of The Subdivision Of The NW ¼ Of The NE ¼ Of Section 2, T90N, R5W Of The Fifth P.M., City Of Edgewood, Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 47, also an easement for ingress and egress upon the existing driveway located on Lot Eight (8) of said South Town Manor.

3. The driveway and a portion of the parking for Lot Seven are currently located upon and across Lot Eight, and the parties mutually wish to reduce the terms of usage of Lot 8 to writing.

NOW THEREFORE, in consideration of the One Dollar (\$1.00) and other valuable consideration the parties agree as follows:

1. Grantors hereby grant an Easement to Grantees to use the existing driveway on Lot 8 described above for ingress and egress to the residence at 500 E. Morrison Street, Edgewood, Iowa.

2. Grantees may also utilize parking as necessary on the existing parking areas adjacent to the residence. Parking shall not impede Grantors use of the driveway to get to the shed located on the north side of Lot 8, which use is specifically retained by Grantors.
3. Neither party shall have the right to put any structure on the easement premises or to park vehicles or place property on the easement premises in such a way as to impede, block or restrict the use of the other of the driveway and access.
4. Snow removal and routine maintenance of the driveway shall be the responsibility of the Grantees; however neither party shall be required to improve the easement premises from its current gravel base.
5. This Agreement binds all parties hereto and their heirs, executors and successors-in-interest and runs with the land.

Dated at Strawberry Point, Iowa this 26th day of October, 2018.

Bruce A Hemann
Bruce A. Hemann

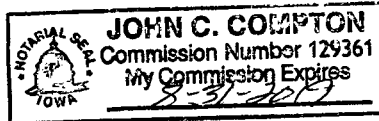
Brett D Streicher
Brett D. Streicher

Kely M. Hemann
Kely M. Hemann

Macy G Streicher
Macy G. Streicher

STATE OF IOWA, COUNTY OF CLAYTON, ss:

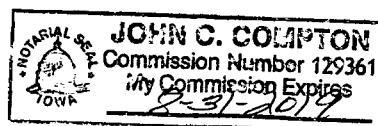
This instrument was acknowledged before me on October 26, 2018 by Bruce A. Hemann and Kely M. Hemann, husband and wife.



John C. Compton
Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF CLAYTON, ss:

This instrument was acknowledged before me on October 26, 2018 by Brett D. Streicher and Macy G. Streicher, husband and wife.



John C. Compton
Notary Public, State of Iowa