



Book 2019 Page 1839

2019 1839 Type 03 006 Pages 2
Date 7/15/2019 Time 10:51:45AM
Rec Amt \$12.00

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

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned Craig E. Starr and Shirley M. Starr, (hereinafter referred to as Grantors) hereby make, publish, dedicate and declare the following Easement for Ingress and Egress.

WHEREAS Craig E. Starr and Shirley M. Starr, husband and wife, currently own the following parcels of real estate in Masonville, Delaware County, Iowa:

PARCEL A: Lots Seven (7) and Eight (8) of Stevens Addition to Masonville, Iowa, same being part of the West half (W½) of the Northwest Quarter (NW¼) of Section Thirty Two (32), Township Eighty-Nine (T89) North, Range Six (6) West of the 5th P.M., EXCEPT the West 137 feet of Lots Seven (7) and Eight (8) and also except the North 100 feet of said Lot Eight (8).

PARCEL B: The West 137 feet of Lot Seven (7) and the West 137 feet of Lot Eight (8) except the North 100 feet thereof, of Stevens Addition to Masonville, Iowa, same being part of the West half (W ½) of the Northwest Quarter (NW ¼) of Section Thirty Two (32), Township Eighty-Nine (T89) North, Range Six (6) West of the 5th P.M.

PARCEL C: That part of Lot Eight (8) of Stevens Addition to Masonville, Iowa, according to plat recorded in Book 15 L.D., Page 189, described as commencing at the Northwest Corner of said Lot Eight (8), thence South one hundred (100) feet, thence East one hundred thirty seven (137) feet, thence North one hundred (100) feet, thence West one hundred thirty seven (137) feet to the point of beginning, of the records of Delaware County, Iowa.

PARCEL D: The North one hundred (100) feet of Lot Eight (8), Stevens Addition to Masonville, Iowa, according to plat recorded in Book 15, L.D., Page 189, except the West one hundred thirty seven (137) feet thereof, and;

WHEREAS each of these parcels is accessed by an existing driveway from 110th Ave., Masonville, and the Grantors desire to establish hereby rights of ingress and egress over and upon the various parcels from 110th Ave., as set forth herein.

NOW THEREFORE, in consideration of the sum of One (1) Dollar and in further consideration of the terms and covenants contained herein, the Grantors hereby establish the following Easement for Ingress and Egress:

1. The existing driveway on Parcels B and C shall serve as a common driveway for Parcels A, B, C and D. Grantors hereby give and grant an Easement for ingress and egress over and upon Parcels B and C for access to Parcels A and D.
2. Grantors further grant to both Parcels B and C the right to utilize the existing driveway for ingress and egress purposes.
3. The existing drive is approximately twelve (12) feet in width. The access rights granted herein shall be limited to the existing twelve (12) foot drive.
4. No Parcel owner may interfere with the common use of the driveway and no vehicles, implements or structures shall be placed on the driveway or adjacent thereto in any manner which blocks or impedes use of the driveway.
5. Access from 110th Ave. shall be by use of the existing driveway and not grass lawns or off the traveled portion of the driveway.
6. The owner of each parcel shall bear one-fourth (¼) of the cost of normal maintenance and repairs of the driveway on Parcels B and C. If extended into Parcels A and D the owners of those parcels shall be solely responsible for the cost of placement and maintenance of their extended driveway, but shall also bear ¼ of the cost of the repairs and maintenance of the driveway on Parcels B and C.
7. So long as Grantors own all four (4) Parcels they may make such modifications and improvements to the driveway as they wish and may further modify this Easement to reflect changes made to the driveway.
8. This Easement shall run with the land subject only to the provisions of No. 7 above.

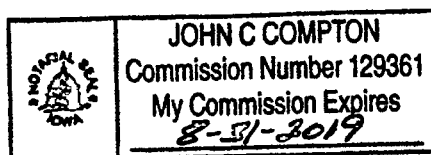
Dated at Strawberry Point, Iowa this 10th day of July, 2019.

Craig E. Starr
Craig E. Starr

Shirley M. Starr
Shirley M. Starr

STATE OF IOWA, COUNTY OF CLAYTON, ss:

This instrument was acknowledged before me on July 10, 2019 by Craig E. Starr and Shirley M. Starr, husband and wife.



John C. Compton
Notary Public, State of Iowa