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County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 3654

Preparer: Doug Herman, Lynch Dallas, PC 526 Second Ave S.E. P.O. Box 2457, Cedar Rapids, IA 52406 Phone: 319.365.9101 Email: dherman@lynchdallas.com Return To: Same

INGRESS EGRESS DRIVEWAY EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS:

This Easement is made and entered into between the Whiting Revocable Trust u/d/o May 8, 2019, Lawrence F. Whiting and Joyce A. Whiting, Co-Trustees, (Grantor) and Tin Roof LLC, (Grantee).

WHEREAS, Grantor owns real estate located in Delaware County, Iowa, said real estate being legally described as follows:

Lot 11 and Lot 12, except the South 89.0 feet of said Lot 12, of the Cedars Subdivision of that part of the NW ¼ of the SE ¼ of Section 14, Township 88 North, Range 5, West of the Fifth Principal Meridian laying East of the Maquoketa River, according to Consent of Owners and Plat Recorded in Book 2 Plats, Pages 91-92.

WHEREAS, Grantee owns real estate located in Delaware County, Iowa, said real estate being legally described as follows:

Lot Ten (10) of the Cedars Subdivision in that part of the West one-half (W ½) of the Southeast Quarter (SE ¼) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M. laying East of the Maquoketa River, according to the plat recorded in Book 2 Plats, Pages 91-92, and Plat of Survey (Retracement) recorded in Book 2014, Page 1694; also all lake frontage running to the middle of the Maquoketa River with regard to Lot Ten (10).

Grantor has agreed to establish, for the benefit of Grantee, and their successors, heirs, and/or assigns, an exclusive easement over and across a portion of Grantor's property as described above for the purpose of ingress and egress to Grantee's property, and

WHEREAS, That portion of Grantor's property subject to the easement created herein is a 350 square foot rectangular area legally described as follows:

The West 10' of the North 35' feet of Lot 11 of the Cedars Subdivision of that part of the NW ¼ of the SE ¼ of Section 14, Township 88 North, Range 5, West of the Fifth Principal Meridian laying East of the Maquoketa River, according to Consent of Owners and Plat Recorded in Book 2 Plats, Pages 91-92.

WHEREAS, Grantor and Grantee deem it to be in their mutual best interest to set forth, in writing, their understanding and agreement as to the location and terms of the easement being established herein.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and provisions related to the Easement Area.

1. Ingress/Egress Easement: The Easement Area shall be utilized by Grantee and Grantee's guests and invitees to access Grantee's property.
2. Structures Prohibited. No structures shall be erected or otherwise maintained within the easement area.
3. Vehicle Parking. Vehicles shall not be parked within the easement area.
4. Pavement. Any driveway traversing through the easement area may be surfaced with gravel in 2021 but shall be paved with PCC pavement or Asphaltic pavement by July 1, 2022, and shall thereafter be permanently repaired and maintained in good condition as permanent dust free pavement, either PCC or Asphalt by the Grantee.
5. Indemnification. Grantee shall hold the Grantor harmless from any liability and/or damages resulting from the use of the easement area by Grantee, grantee's invitees, guests, and any others using the easement area to access Grantee's property.
6. Entire Agreement. The parties stipulate that this Easement Agreement represents the entire agreement of the parties, that there is no other understanding between them, express or implied.
7. Governing Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
8. Covenants Running With the Land. This Easement is intended to be and shall be construed to be a covenant running with the land, binding upon and inuring to the benefit of, and enforceable by the parties hereto and their respective heirs, successors, and assigns.
9. Partial Invalidity. If any provisions or portions hereof, or the application hereof to any person or circumstance shall, to any extent, be determined invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent possible.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this easement by title in fee simple; that Grantor has good and lawful authority to convey the same and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF I have hereunto affixed my hand this 27th day of September, 2021.

GRANTOR:

Whiting Revocable Trust n/d/o May 8, 2019

By Lawrence F. Whiting
Lawrence F. Whiting, Co-Trustee

By Joyce A. Whiting
Joyce A. Whiting, Co-Trustee

IN WITNESS WHEREOF I have hereunto affixed my hand this 13th day of October, 2021.

GRANTEE:

Tin Roof, LLC

By Joseph N. Oswald
Joseph N. Oswald, Manager

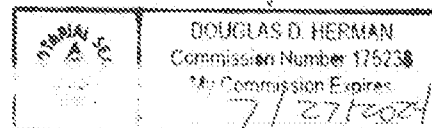
By Denise M. Oswald
Denise M. Oswald, Manager

STATE OF IOWA)
COUNTY OF DELAWARE)

On this 28th day of September, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Lawrence F. Whiting and Joyce A. Whiting, Co-Trustees of the Whiting Revocable Trust, Grantor, known to me to be the identical person(s) named herein who executed the foregoing instrument, and acknowledged that they executed the same as an expression of their voluntary act and deed and the voluntary act and deed of the Whiting Revocable Trust.

[Signature]
Notary Public in and for said State of Iowa

STATE OF IOWA)
COUNTY OF DELAWARE)



On this 13th day of October, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Joseph N. Oswald and Denise M. Oswald, Managers of Tin Roof, LLC, Grantee, known to me to be the identical person(s) named herein who executed the foregoing instrument, and acknowledged that they executed the same as an expression of their voluntary act and deed and the voluntary act and deed of the LLC.

[Signature]
Notary Public in and for said State of Iowa

