

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 1st day of September, 2021 by and between Danny J. Cooke and Carmen K. Cooke, husband and wife, whose address for purposes of this Agreement is 1285 120th St., Strawberry Point, IA 52076 (hereinafter referred to as GRANTORS) and Kal J. Hoeger, single, 1295 120th St., Strawberry Point, IA 52076 (hereinafter referred to as GRANTEE) as follows:

1. Grantee owns a parcel of real estate in Delaware County, Iowa legally described as:

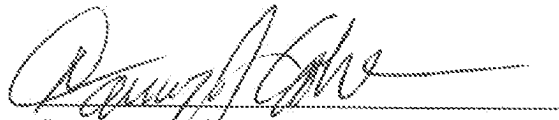
Lot Two (2) of Circle B Subdivision; in the Northeast Quarter of the Southeast Quarter Section 9 and in the Northwest Quarter of the Southwest Quarter and in the Northeast Quarter of the Southwest Quarter and in the Northwest Quarter of the Southeast Quarter Section 10, Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 2136.

2. Grantors own a triangular piece of real estate lying between the southern boundary of the Grantee's property and the public roadway described as 120th St. This triangular piece lies within Parcel B, being part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) in Section 9 T90N, R6W of the 5th P.M. north of the roadway. The driveway access to Grantee's property may cross a portion of Grantors' property.
3. Grantors hereby grant an easement to Grantee, his heirs, successors and assigns to cross the affected part of said Parcel B for ingress and egress to Grantee's property.
4. Grantors reserve the right to use the southerly portion of the driveway for access to their property to the West if they shall decide to do so. In the event Grantors do use a lane to access their property the Grantee agrees to removal of the pine tree(s) south of his property line to permit access to Grantors' lane.

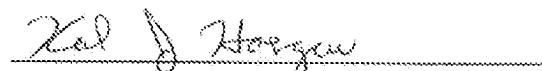
5. Neither party may interfere with or block access of the other, and any gates or fences shall not interfere with access from 120th Street.

6. This Agreement shall bind the parties, their heirs, executors and successors in interest and shall run with the land.

Dated this 1st day of September, 2021.



Danny J. Cooke



Kal J. Hoeger

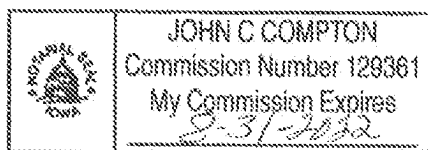


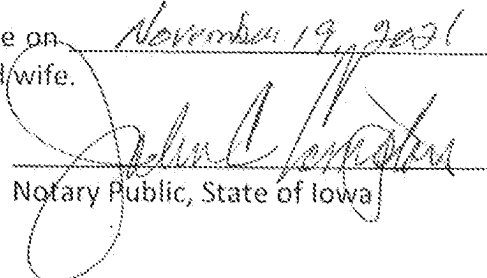
Carmen K. Cooke
Grantors

Grantee

STATE OF IOWA, COUNTY OF CLAYTON, ss:

This instrument was acknowledged before me on November 19, 2021 by
Danny J. Cooke and Carmen K. Cooke, husband and wife.

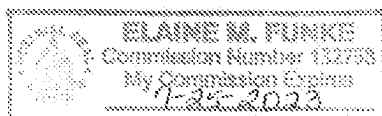




Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF CLAYTON, ss:

This instrument was acknowledged before me on 9-1-2021 by
Kal J. Hoeger.





Notary Public, State of Iowa