Parcel # 330-16-00-012-00
Darla Beclar Auditor
Verified By: PHargraven

EASEMENT AND AGREEMENT

WHEREAS, John J. Denes and Laurie A. Denes own or are about to become the owners of the following described property: 3087 190th Avenue, Ryan, Iowa 52330; and legally described as:

COMMENCING AT A POINT FIFTY-EIGHT AND ONE-HALF (58½) RODS NORTH OF THE SOUTHEAST CORNER OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SEVEN (87) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M., THENCE RUNNING SOUTH TWO HUNDRED THIRTY-EIGHT FEET SIX INCHES (238' 6") TO THE POINT OF BEGINNING, THENCE WEST 142 FEET, THENCE SOUTH 80 FEET, THENCE EAST 142 FEET, THENCE NORTH 80 FEET TO POINT OF BEGINNING, SUBJECT TO SELLERS RETENTION OF A LIFETIME USE OF THE DRIVEWAY ON THE PROPERTY BEING SOLD FOR THE PURPOSE OF TRAVERSING UPON SUCH WITH IMPLEMENTS OF HUSBANDRY.

AND WHEREAS, Vernon and Catherine Quint own the adjoining property with an address of 1895 310th St. Ryan, IA ; and legally described as:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 87 NORTH, RANGE 5, THENCE NORTH 58½ RODS, THENCE WEST 27 AND 41/117 RODS, THENCE SOUTH 58½ RODS, THENCE EAST 27 AND 41/117 RODS TO PLACE OF BEGINNING IN DELAWARE COUNTY, IOWA CONTAINING TEN ACRES MORE OR LESS AND EXCEPTING THE PROPERTY DESCRIBED IN DEED RECORDED JANUARY 5, 1978, IN BOOK 102, PAGE 331 OF THE RECORDS OF THE DELAWARE COUNTY RECORDER.

AND WHEREAS, a portion of the septic system and leach lines owned by the Denes encroaches onto the property owned by the Quints; and

WHEREAS, the parties are desirous of entering into an agreement to permit the encroachment and to resolve issues in connection with the encroachment;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is expressly agreed as follows:

1. The Quints shall allow the leach lines to encroach onto their property.
2. The Denes agree to pay for all repair or replacement work on the leach lines.
3. The Quint property shall be restored to the condition it was in prior to repair or replacement of the leach lines and if such work is required during the crop season, the Denes will pay for any crops destroyed by the work done on the leach lines.
4. The easement shall extend for the width of the Denes property (approximately 80 feet) and shall extend beyond their property onto the Quint property up to 200 feet beyond the west (rear) lot line of the Denes.

Env. 1. United Acquisitions LLC 6665 Maison Blvd Maine

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

5. It is understood and agreed that this Easement Agreement is binding upon these parties as well as their assigns, heirs, grantees and successors in interest. It is mutually agreed between the parties that this agreement shall be construed as a covenant running with the land and shall be binding upon the successors in interest of both parties.
6. The parties agree that the Denes shall have the right of access upon the Quint property from time to time as needed for purposes of inspection, maintenance, repair, and/or replacement of the leach lines.
7. The Quints agree not to place or allow to be placed any buildings, trees, structures or objects of any kind onto the easement or in such proximity thereto as to impact the system.

All understood and agreed to this 2nd day of June, 2009.

JOHN J. DENES

LAURIE A. DENES

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

Subscribed and sworn to before me, a Notary Public, by John J. Denes and Laurie A. Denes, husband and wife, on this 2nd day of June, 2009.

AMANDA L. BRANT
Notarial Seal - IOWA
Commission No. 7[illegible]63
My Commission Expires 2-6-2010

NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

VERNON QUINT

CATHERINE QUINT

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

Subscribed and sworn to before me, a Notary Public, by Vernon Quint and Catherine Quint husband and wife, on this 2nd day of June, 2009.

NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

AMANDA L. [illegible]
Notarial Seal - [illegible]
Commission No. [illegible]63
My Commission Expires 2-6-2010