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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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After recording, return to: Timothy J. Luce, 726 W. 4th Street, Waterloo, IA 50702

SEPTIC SYSTEM EASEMENT AGREEMENT

This agreement is made and entered into this 3 day of November, 2015, by and between William R. Decker, of 22840 262nd Delhi, Ia (hereinafter referred to as "Decker") and Riley McDermott, of 22790 263rd Street, Delhi, IA, 52223 (hereinafter referred to as "McDermott").

WHEREAS, Decker owns property legally described as:
Lot 7B, Connolly's River View Addition to Delaware County, Iowa
and

30-88-4

WHEREAS, McDermott owns property described as:
Lot 8, Connelly's River View Addition to Delaware County, Iowa
and

WHEREAS, on Decker's property there is a contained an septic drain field;
and

WHEREAS, McDermott wishes to have access to the septic drain area which is located on a portion of Decker property and legally described as:

An Easement for septic drain field across the perpetual use area adjacent to Lot 7B of Connolly's Riverview Addition to Delaware County, Iowa as shown on plat recorded in Plat Book 2, Pages 86 and 87 in the Office of the Delaware County Recorder and said easement is more particularly described by metes and bounds as follows:
Commencing at the Northwest corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa;
Thence South 88°56'32" East 742.49 feet along the North line of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of said Section Thirty (30) to the East line of Lot 7B of Connolly's Riverview Addition to Delaware County, Iowa as recorded in Plat Book 2, Pages 86 and 87 in the Office of Delaware County Recorder;

Thence South 03°55'25" West 192.80 feet along said East line of Lot 7B and along the East line of said perpetual use area adjacent to Lot 7B to the Point of Beginning;
Thence continuing along said East line of the perpetual use area adjacent to Lot 7B South 03°55'25" West 27.44 feet;
Thence North 39°59'27" West 44.05 feet;
Thence North 39°20'19" East 10.39 feet;
Thence South 58°35'43" East 27.66 feet to the Point of Beginning;
The North line of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian of Delaware County, Iowa is assumed to bear South 88°56'32" East.

AND HEREBY Decker grants to McDermott and his successors and assigns the right to allow McDermott to maintain and continue the septic system on the above described real estate.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the parties hereby agree as follows:

1. McDermott, his heirs, successors and assigns shall be entitled to continue to use that portion of the septic system as located upon the Real Estate as described above, and as detailed in the legal description attached to this Agreement. In addition, McDermott shall be entitled to an access easement over the Decker Real Estate so far as necessary to gain access to that portion of the septic system located upon the Decker Real Estate for purposes of repair, maintenance, or replacement of said system as it currently exists, or as it is built. In case of repair, maintenance or replacement of said septic system, McDermott shall not be entitled to expand their usage of the Decker Real Estate, but will be required to keep the septic system in the area within the easement.

2. McDermott shall be solely responsible for the cost of any maintenance, repair or replacement of the septic system. In the event that any repair, maintenance or replacement of said septic system located upon the Decker Real Estate causes damage to any of Decker property, McDermott shall be responsible for the damage caused by the repair, maintenance or replacement of the septic system.

3. Decker, and his heirs, successors and assigns, agree that they will take no action to damage that portion of the septic system on the Decker Real Estate, either intentionally, or unintentionally, through normal maintenance of the ground. If any such damage should occur to the septic system located on the Decker Real Estate, Decker, his heirs, successors and assigns, shall be responsible to McDermott, his heirs, successors, or assigns, for any such damage and agree to pay the cost of the repair for any such damage.

4. This agreement shall be binding upon the parties hereto, and their heirs, successors and assigns, and will constitute a covenant running with the land.

Dated at Urbandale, IA, Iowa, this 28th day of October, 2015.

Riley McDermott

William R. Decker

STATE OF IOWA)
) ss.
COUNTY OF Polk)

This instrument was acknowledged before me on October 28, 2015, by Riley McDermott.

JOAN ANDERSON
Commission Number 787612
My Commission Expires
December 22, 2017

Notary Public in and for State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

This instrument was acknowledged before me on November 3, 2015, by William R. Decker.

CARLA K. BECKER
Commission Number 744418
My Commission Expires
December 14, 2015

Notary Public in and for State of Iowa