cc Steve Duncan 18985 171st Ave Manchester IA 52057

Book 2016 Page 3064

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information & Return To: Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

SEPTIC SYSTEM EASEMENT AGREEMENT

This Agreement entered into this 18th day of July, 2016, by and between Carl Willard Hawker, a single person (hereinafter First Party); and Steven L. Duncan, a single person (hereinafter Second Party) and Rodney J. Schreck, a single person (hereinafter Third Party).

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa

See attached legal description

WHEREAS, Second Party owns the following described real estate located in Delaware County, Iowa

See attached legal description

WHEREAS, Third Party owns the following described real estate located in Delaware County, Iowa

See attached legal description

AND WHEREAS, Second and Third Parties seek to install and maintain a septic system over and across a portion of the real estate owned by First Party being a parcel of approximately 100 feet deep extending from the westerly boundary line of real estate owned by Second Party and Third Party extending to the west.

NOW, THEREFORE, in consideration of $1.00 and other valuable consideration paid by Second Party and Third Party to First Party the parties agree as follows:

1. First Party hereby grants onto Second Party and Third Party, their heirs, successors and assigns, an easement over and across the portion of First Party's real estate as referred to above for the purpose of establishing a septic system to serve real estate owned by Second Party and Third Party.

2. First Party hereby grants onto Second Party and Third Party, their agents and assigns the right to enter on to First Party's premises in order to install the septic system solely at the cost of Second Party and Third Party. Following completion of the installation of the system Second Party and Third Party agree that they will return the soil and vegetation to its previously existing condition all at the cost of Second Party and Third Party.

3. First Party furthers grants onto Second Party and Third Party, their heirs, successors and assigns the right to enter on to the herein described premises from time to time in order to inspect said septic system and make necessary repairs and/or maintain said system. Any and all costs associated with the same shall be paid by Second Party and Third Party. Second Party and Third Party further agree to return the soil and vegetation to its previously existing following any repair or maintenance of the system.

4. First Party agrees that no buildings or other permanent structures shall be placed over the area in which the septic system is located.

5. The easement granted herein shall run with the land and shall be binding upon the parties hereto, their heirs, successors and assigns.

Dated this 18th day of July, 2016.

FIRST PARTY

Carl Willard Hawker

Carl Willard Hawker

SECOND PARTY

Steven L. Duncan

Steven L. Duncan

THIRD PARTY

Rodney J. Schreck

Rodney J. Schreck

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 18th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Willard Hawker to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
AMY L. HANNA
Commission Number 760918
My Commission Expires
11-20-2018

Amy L. Hanna

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 18th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven L. Duncan to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Amy L. Hanna
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 18th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodney J. Schreck to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Amy L. Hanna
Notary Public in and for the State of Iowa

Legal Description –
Real Estate Owned By First Party

All that part of Lot Two (2), Block Five (5) that lies within the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Seventeen (17), except the North 73.84 feet thereof; and the West One-half (W½) of that part of Sunset View Roadway adjoining said part of Lot Two (2) on the East side thereof; and Shady Lane from the West line of Sunset View Roadway to the East line of Lakeview Road; except that part of Lot Two (2), Block Five (5) described as commencing at the Northwest corner of Lot One (1), Block Five (5), and running thence North 300 feet, thence East 110 feet, thence South 300 feet to the Northeast corner of said Lot One (1), Block Five (5), thence West on the North line of said Lot One (1) 110 feet to the point of beginning; and further except that part described as commencing at the Northeast corner of Lot Twenty (20), Block Four (4), and running thence North 100 feet, thence West to the West line of Lot Two (2), Block Five (5), thence Southeasterly to the northwest corner of Lot Twenty (20), Block Four (4), thence East on the North line of said Lot Twenty (20), Block Four (4) to the point of beginning. All in Sunset Beach, a Subdivision of part of Sections Seventeen (17), Eighteen (18) and Twenty (20), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 20, excepting rights of flowage, and easements to public utilities of record.

Legal Description –
Real Estate Owned By Second Party

Lots Nine (9) and Ten (10), Block Four (4), of Sunset Beach, a Subdivision of parts of Sections Seventeen (17), Eighteen (18) and Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 2, page 20, except that part of Lot Ten (10) described as commencing on the East line of said Lot Ten (10) at a point eleven (11.0) feet South of the Northeast corner of said Lot Ten (10), running thence North on the East line of said Lot Ten (10) to the Northeast corner of said Lot, thence Westerly to the Northwest corner of said Lot Ten (10), thence South on the West line of said Lot Ten (10) a distance of nineteen (19.0) feet, thence Easterly to the point of beginning; subject to flowage rights, said lots being a part of the Southwest Quarter (SW¼) of Southwest Quarter (SW¼) of Section Seventeen (17) aforesaid;

AND

Parcel F, part of Lot 10, of Block No. 4 of Sunset Beach Subdivision, in the Southwest Quarter (SW 1/4) Of Section Seventeen (17), Township Eighty-Nine North, (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 2005 Page 2786

Legal Description –
Real Estate Owned By Third Party

Lot Eight (8), Block Four (4), Sunset Beach, a Subdivision of parts of Sections Seventeen (17), Eighteen (18) and Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 20; same being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Seventeen (17).