Book 2017 Page 493
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer/Return to: (X)EW Walter J. Steggall, Jr., 240 Wiley Blvd. SW, Cedar Rapids, IA 52404 (319) 363-7401

AGREEMENT

1999-540
1999-541
2015-882
2015-883

THIS AGREEMENT is made and entered into this 10 day of February 2017, by and between Richard Dale Taylor and Shelly Marie Taylor-McVay, hereinafter referred to as "Taylor", and Thomas C. Petersen and Catherine A. Petersen, husband and wife, hereinafter referred to as "Petersen", and

WHEREAS, Taylor is the titleholder of the following described real estate located in Delaware County, Iowa, to-wit: **See Exhibit "A" and Exhibit "B", and**

WHEREAS, Petersen is the titleholder of the following described real estate located in Delaware County, Iowa, to-wit:

Lot 3 of East Shore Lots in the NW corner of the NW ¼ of the SW ¼ of Section 29 and in the NE corner of the NE ¼ of the SE ¼ of Section 30, Township 88 North, Range 4, West of the 5th P.M., according to plat recorded in Book 2 Plats, Page 98 1/2,

and

WHEREAS, Taylor has on their property a septic system/tank which they share with Petersen as adjoining property owners, and

WHEREAS, the purpose of this Agreement is to reduce the rights and liabilities of Taylor and Petersen to writing regarding this matter, and

NOW, THEREFORE, it is hereby agreed as follows:

1. Taylor has on their property a septic system/tank, which septic system/tank is shared with Petersen as the adjoining property owners.

2. Taylor does hereby grant to Petersen an easement to come onto the property of Taylor to maintain, fix, or repair the pipe leading from the property of Petersen with the system, with the understanding that after the completion of the maintenance, upkeep, and repairs, that Petersen shall be responsible to return the property of Taylor to the same condition that it was in prior to the time that the work was done.

3. That Taylor and Petersen shall each be responsible for one-half of any maintenance, upkeep and repairs on the septic system/tank, with the exception that Petersen shall be responsible for the pipe leading to the septic system/tank.

4. Each party shall be responsible for payment of their own hookup and lines.

5. This Agreement shall be binding upon all heirs, successors and assigns.

Richard Dale Taylor

Shelly Marie Taylor-McVay

Thomas C. Petersen

Catherine A. Petersen

STATE OF IOWA, LINN COUNTY, ss:

This Agreement was acknowledged before me on this 10 day of February, 2017, by Richard Dale Taylor and Shelley Marie Taylor-McVay.

CARMEL R. BROWN
COMMISSION NUMBER [illegible]
MY COMMISSION EXPIRES
5/12/2017

NOTARY PUBLIC

STATE OF IOWA, Linn COUNTY, ss:

This Agreement was acknowledged before me on this 7 day of Feb., 2017, by Thomas C. Petersen and Catherine A. Petersen, husband and wife.

NOTARIAL SEAL IOWA

WALTER J STEGGALL, JR
Commission Number 138306
My Commission Expires
January 09, 2019

NOTARY PUBLIC

EXHIBIT "A"

Lot Four (4) of East Shore Lots in the Northwest corner of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty-Nine (29) and in the Northeast corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty (30), Township Eighty-Eight (88) North, Range Four (4) West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 98 ½, subject to easements, covenants and restrictions of record.

And

All lake frontage running to the middle of the Maquoketa River bed with regard to the following described real estate: Lot Four (4) of the East Shore Lots in the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Nine (29), and in the Northeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), all in Township Eighty-Eight (88) North, Range Four (4) West of the Fifth P. M., as shown by recorded plat.

EXHIBIT "B"

That part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty Nine (29), Township Eighty Eight (88) North, Range Four (4) West of the Fifth P.M. described as commencing at the Northwest corner of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), thence East one hundred thirteen and four-tenths (113.4) feet along the North line of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) to the point of beginning, thence South 22° 13' West two hundred three and six-tenths (203.6) feet, thence East two hundred forty three (243) feet, thence North one hundred eighty eight and five-tenths (188.5) feet, thence West one hundred sixty six (166) feet along the North line of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) to the point of beginning. The North line of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) is assumed to bear due East and West