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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return Document To: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Prepared By: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Address Tax Statement:

EASEMENT AGREEMENT

This Agreement entered into this 16th day of June, 2017 by and between John Ziegenbusch and Susan K. Ziegenbusch, husband and wife (hereinafter First Parties), and Kenneth J. Gentz, (hereinafter Second Party).

WHEREAS, First Parties own the following described real estate located in Delaware County, Iowa:

> Parcel V, part of Plat of Survey of Parcel V and W; both a part of Lot 1 Walston Subdivision in Section 26, Township 89 North, Range 6, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2009, Page 3276 of the records of the Delaware County Recorder.

AND WHEREAS, Second Party is the owner of the following described real estate located in Delaware County, Iowa:

> Lot 2 of Walston Subdivision in Section 26, Township 89 North, Range 6, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2009, Page 3276 of the records of the Delaware County Recorder.

AND WHEREAS, there is a septic system located on Second Party's real estate and a portion of the septic system and/or leach field is located on First Parties' real estate and by this Agreement First Parties grant onto Second Party an easement with regard to said septic system and/or leach field.

NOW, THEREFORE, in consideration of the mutual covenants made herein and the mutual benefits to be gained by the parties, they agree as follows:

1. First Parties hereby grant onto Second Party, his heirs, successors and assigns, an easement for all that part of the septic system and/or leach field which serves Second Party's real estate and is located on First Parties' real estate.

2. First Parties grant onto Second Party his heirs, successors and assigns the right to enter onto First Parties' premises from time to time in order to inspect the septic system and/or leach field and to make necessary repairs and/or maintenance to said system. All costs associated with any repair and/or maintenance of the system and leach field shall be paid by Second Party his heirs, successors and assigns. Second Party, his heirs, successors and assigns shall also be obligated to return to its natural condition any soil or earth disturbed by any such inspection, repair, or maintenance of said septic system and/or leach field. Second Party further agrees to pay the cost of any damage done to the crops as a result of inspection, repair and/or maintenance of the septic system and/or leach field which said payment shall be made to First Parties or the tenant of First Parties', whichever party suffers the crop damage.

3. Second Party, his heirs, successors and assigns agree to hold First Parties, their heirs, successors and assigns harmless from any and all losses, claims or damages suffered as result of any action by Second Party, his heirs, successors and assigns, agents or invitees as a result of the use of First Parties' real estate as encompassed by this Agreement.

4. This Agreement is binding upon the parties hereto, their heirs, successors and assigns and shall be considered an easement that runs with the land and is binding upon the parties hereto, their heirs, successors and assigns.

Dated this 16th day of June, 2017.

First Parties

John Ziegenbusch

Susan Ziegenbusch

Dated this 26 day of June 2017.

Second Party

Kenneth Gentz

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

On this 16th day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared John Ziegenbusch and Susan Ziegenbusch, husband and wife, known to me be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
ANGELA M WATJE
Commission Number 777807
MY COMMISSION EXPIRES
04/04/2019

Angela M. Watje
Notary Public in and for the State of Iowa

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

On this 26 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Gentz, known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
THOMAS J HANSON
Commission Number 115040
My Commission Expires
September 22, 2019

Notary Public in and for the State of Iowa