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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return Document To: Marc W. Casey, Locher & Davis, PLC, 225 1st Ave E, Dyersville, Iowa, (563) 875-9112

AGREEMENT

This Agreement is made and entered into this 31 day of July, 2017, by and between James A, Pirc and Janet M. Pirc, (hereinafter referred to as " Lot 1 Owner "), and James A. Pirc and Janet M. Pirc, husband and wife, (hereinafter referred to as "Lot 2 Owner").

RECITAL:

A, James A. Pirc and Janet M. Pirc are presently the owners of the following described real estate located in Delaware County, Iowa:

> Lot One (1) of Pirc 2nd Addition in the City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2014, Page 2936,

said real estate is hereinafter referred to as the "Lot 1 Unit."

B. James A. Pirc and Janet M. Pirc are the owners of the following described real estate located in Delaware County, Iowa, which lies adjacent and immediately next to the Real Estate and is legally described as follows:

> Lot Two (2) of Pirc 2nd Addition, in the City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2014, Page 2936,

said real estate is hereinafter referred to as the "Lot 2 Unit".

C. A building has been constructed upon the Lot 1 Unit and upon the Lot 2 Unit which consists of two separate residential dwelling units. The residential unit owned by Lot 1 Owner lies solely upon the Lot 1 Unit, and the residential unit owned by Lot 2 Owner lies solely upon the Lot 2 Unit, except the two residential units share a common wall and a common roof connecting the two residential units which lie upon the common boundary line

between the Lot 1 Unit and the Lot 2 Unit.

D. By this Agreement the parties wish to define their respective rights, duties, and obligations with respect to the common party wall, common roof, and other matters pertaining to the residential units which they respectively own.

Now, therefore, for valuable consideration, the parties hereby agree as follows:

1. COMMON WALL. Lot 1 Owner and Lot 2 Owner acknowledge that the Lot 1 Unit and the Lot 2 Unit are separated by a common wall which is located upon the common boundary line between the Lot 1 Unit and the Lot 2 Unit. Lot 1 Owner and Lot 2 Owner agree that said common wall shall be used jointly by the parties and that the costs of rebuilding and repairing said common wall, if necessary, shall be shared equally by the parties.

To the extent that said common wall used by Lot 1 Owner encroaches upon the Lot 2 Unit, Lot 2 Owner does hereby grant and convey unto Lot 1 Owner a perpetual easement over the Lot 2 Unit for the purpose of allowing such encroachment.

To the extent that said common wall used by Lot 2 Owner encroaches upon the Lot 1 Unit, Lot 1 Owner does hereby grant and convey unto Lot 2 Owner a perpetual easement over the Lot 1 Unit for the purpose of allowing such encroachment.

2. COMMON ROOF. Lot 1 Owner and Lot 2 Owner acknowledge that the Lot 1 Unit and the Lot 2 Unit are covered by a common roof. It is agreed by the parties that said common roof shall be used jointly by them. Lot 1 Owner shall be responsible for the repair and replacement, if necessary, of that portion of the roof located on the Lot 1 Unit. Lot 2 Owner shall be responsible for the repair and replacement, if necessary, of that portion of thereof located on the Lot 2 Unit. In the event the entire roof requires replacement, the cost of said replacement shall be shared equally by Lot 1 Owner and Lot 2 Owner. Neither party shall change the color of the roof or type of roof without the prior written consent of the other party.

3. CHANGES TO BUILDING EXTERIOR. Any material changes to the exterior of the residential building located upon the Lot 1 Unit and the Lot 2 Unit, including but not limited to changes to the siding, exterior doors, garage doors, brick, and stone, shall require the prior written mutual consent of both parties.

4. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

5. INSURANCE. Parties shall keep their respective interests insured for 100% of the full replacement cost.

LOT 1 OWNER

James A Pirc
JAMES A. PIRC

Janet M. Pirc
JANET M. PIRC

LOT 2 OWNER

James A Pirc
JAMES A. PIRC

Janet M. Pirc
JANET M. PIRC

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 31 day of July 2017, 2017, by James A. Pirc and Janet M. Pirc, husband and wife.

NOTARIAL SEAL IOWA
NAOMI HOEGER
Commission Number 759337
My Comm. Exp. 7-29-18

Naomi Hoeger
Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 31 day of July 2017
2017, by James A. Pirc and Janet M. Pirc, husband and wife.

NOTARIAL SEAL IOWA
NAOMI HOEGER
Commission Number 759337
My Comm. Exp. 7-29-18

Naomi Hoeger
Signature of Notary Public