Recorded: 8/10/2017 at 2:18:07.0 PM
Fee Amount: $12.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2182

Prepared by/Return to: Adam J. Gibbs, 500 First Avenue, Suite 301, Cedar Rapids, IA 52402 (319) 731-3400

BUFFER ZONE ENCROACHMENT EASEMENT AGREEMENT

This Buffer Zone Encroachment Easement Agreement (hereinafter "Agreement") is made and entered into this 8th day of August 2017 by and between Kenneth & Barbara Deklotz, husband and wife (hereinafter "Deklotz") and Kim Loggins, a married person (hereinafter "Loggins").

RECITALS

A. Deklotz is the owner of the following described real estate commonly known as 20796 262nd Street, Delhi, Iowa (hereinafter "Deklotz Property") and legally described as:

> Lot #46 according to the Plat of Clair-View Acres at Delhi, Iowa in Sections #23 and #26, Milo Township, Delaware County, Iowa as prepared by Bartels, McMahan, LeMay, Haas and Baule, Engineering Company dated June 6, 1970, as filed in the Delaware County Recorder's Office, in Book #2, Plats, Page #200; also all that land lying Easterly and Southeasterly of said Lot 46 within the extensions of the Southwesterly and Northwesterly side of said lot extending to the center of the Maquoketa River.

B. Loggins is the owner of the following described real estate commonly known as 20800 262nd Street, Delhi, Iowa (hereinafter "Loggins Property") and legally described as:

> Parcel 'GG', being Part of Lot 47 and Part of Lot 48, "Clair-View Acres at Delhi, Iowa", in Sections 23 & 26, T88N, R5W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2003, Page 1266; also all lake frontage running to the middle of the Maquoketa River bed with regard to said Parcel 'GG'.

C. Deklotz are desirous of installing a new septic system and the preferred installation location will be contained to the Deklotz Property, but will encroach into the buffer zone adjacent the Loggins Property, which is described as a 10' strip of property along the North and East property lines (hereinafter "Buffer Zone").

D. The parties would like to document this easement and the easement rights.

THEREFORE, the parties agree as follows:

Grant of Easement. Loggins hereby grant to, an provides permission for Deklotz, and their success or assigns, a non-exclusive perpetual encroachment easement in and on the Buffer Zone, for the installation and permanent placement of a septic system and associated equipment.

Indemnity. The parties each agree to indemnify, hold harmless, and defend the other from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions, judgments (including but not limited to costs and attorney's fees) arising out of or in any way connected with this agreement.

Rights of Successors. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

Duration. This agreement and all of the easements, rights, and obligations hereunder shall be perpetual, and shall not terminate, and shall run with the land.

Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

By: _____
Kenneth Deklotz

By: _____
Barbara Deklotz

BETH HERRIDGE
Notarial Seal - IOWA
Commission No. 76[illegible]
My Commission Expi[illegible]

STATE OF IOWA, COUNTY OF LINN: ss

Subscribed and sworn to before me by Kenneth and Barbara Deklotz, husband and wife, this 8th day of August 2017.

_____
Notary Public for said County and State

By: _____
Kim Loggins

Acknowledged by:

By: _____
Scott Loggins

STATE OF IOWA, COUNTY OF LINN: ss

Subscribed and sworn to before me by Scott and Kim Loggins, husband and wife, this 8th day of August 2017.

BETH HERRIDGE
Notarial Seal - IOWA
Commission No. 7[illegible]
My Commission Expi[illegible]

_____
Notary Public for said County and State