Recorded: 5/17/2018 at 9:48:27.0 AM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 1342

ENCROACHMENT AND EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

Taxpayer Information: Nathaniel D. Frick, 205 N Tama Street, Manchester, Iowa 52057

Return Address: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

Grantors: Joshua A. Soppe and Dianne K. Foust

Grantees: Nathaniel D. Frick

Legal Description: See Page 2

Document or instrument number if applicable:

ENCROACHMENT AND EASEMENT AGREEMENT

WHEREAS, Joshua A. Soppe, a single person, is the contract purchaser and holder of equitable title, and Dianne K. Foust is the contract seller, and holder of legal title of the following described real estate:

> The South one-half (N ½) of Lot Seventy-Five (75), Manchester, Iowa, according to Plat recorded in Book I L.D., Pages 284-285.

hereinafter referred to as Soppe property;

WHEREAS, Nathaniel D. Frick, a single person, is the owner of the following described real estate:

> The North one-half (N ½) of Lot Seventy-Five (75), Manchester, Iowa, according to Plat recorded in Book I L.D., Pages 284-285.

hereinafter referred to as Frick property; and

WHEREAS there is a portion of the south side of the dwelling owned by Nathaniel D. Frick which encroaches on the Soppe property by approximately five and one-half (5 ½) feet and the parties are desirous of acknowledging the encroachment and entering into an agreement for its maintenance and use and an easement authorizing the encroachment.

For the consideration of one dollar and other good and valuable consideration, Joshua A. Soppe and Dianne K. Foust do hereby grant and convey to Nathaniel D. Frick, and his successors in interest, an easement over the following described real estate:

> That portion of Soppe property where the existing dwelling owned by Nathaniel D. Frick encroaches on the Soppe property by approximately five and one-half (5 ½) feet along the north boundary of the Soppe property

hereinafter referred to as easement property, and for continued location, maintenance and use of the dwelling owned by Nathaniel D. Frick and encroaching on the Soppe property.

Joshua A. Soppe and Dianne Foust, as grantors, hereby covenant that they hold legal and equitable title to the above described real estate, they have good and lawful authority to grant and convey the aforementioned easement and this easement shall be binding upon their successors in interest.

By his execution of this Encroachment and Easement Agreement, Nathaniel D. Frick, and his successors in interest, covenants and agrees that he will maintain the said dwelling and the aforementioned easement property and will hold harmless the owners of the Soppe property from any and all liability arising out of the maintenance or use of the dwelling and the easement property granted herein. Nathaniel D. Frick further agrees that in the event the encroaching

dwelling is destroyed or needs to be replaced its location will be moved completely onto the Frick property.

DATED this 14th day of May, 2018.

Nathaniel D. Frick

Nathaniel D. Frick

Joshua A. Soppe

Joshua A. Soppe

Dianne K. Foust

Dianne K. Foust

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on May 15, 2018, by Nathanial D. Frick, a single person.

LINDA A. BESSEY
Commission Number 116084
My Commission Expires
6-14-2020

Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on May 15, 2018, by Joshua A. Soppe, a single person.

LINDA A. BESSEY
Commission Number 116084
My Commission Expires
6-14-2020

Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on May 14, 2018, by Dianne K. Foust, a single person.

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2019

Signature of Notary Public