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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

(X) 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:

### **TILE AND EASEMENT AGREEMENT**

This Agreement entered into this 14 day of January, 2019 by and between Bernard J. Monaghan and Margaret M. Monaghan as Trustees of the Bernard and Margaret Monaghan Revocable Trust dated February 12, 1993 (hereinafter First Parties), John P. Monaghan and Polly A. Monaghan, husband and wife (hereinafter Second Parties) and Loras B. Monaghan and Brenda K. Monaghan, husband and wife (hereinafter Third Parties).

**WHEREAS**, First Parties are the owners of the following described real estate in Delaware County, Iowa:

The Southeast Quarter of the Northwest Quarter of Section 1, Township 87 North, Range 6, West of the 5<sup>th</sup> P.M., Delaware County, Iowa.

**WHEREAS**, Second Parties are the owners of the following described real estate in Delaware County, Iowa:

The Northeast fractional Quarter (NEfr<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section One (1), Township Eighty Seven (87) North, Range Six (6), West of the Fifth P.M.

**WHEREAS**, Third Parties are the owners of the following described real estate in Delaware County, Iowa:

The Northwest fractional quarter (NWfr<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section One (1), Township Eighty Seven (87) North, Range Six (6), West of the Fifth P.M., except the West three hundred thirty two (332) feet of the North two hundred (200) feet of the South five hundred ninety five (595) feet of said Northwest fractional Quarter (NWfr<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>).

**AND WHEREAS,** First Parties have recently sold to Third Parties the real estate described in this agreement owned by Third Parties, and the parties agree that an access easement shall be granted by Third Parties to Second Parties and First Parties to access their respective parcels of real estate.

**AND WHEREAS,** there is drainage tile located on all three parcels which will acquire cooperation by all parties in order to repair, maintain and replace said tile as needed.

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

1. Third Parties hereby grant onto Second Parties, their heirs, successors and assigns an easement for ingress and egress over and across Third Parties' real estate. Said easement shall be granted over existing driveways and/or pathways on Third Parties' premises. Said easement shall be used in conjunction with all parties lawfully using the same.
2. Third Parties hereby grant onto First Parties, their heirs, successors and assigns an easement for ingress and egress over and across Third Parties' real estate. Said easement shall be granted over existing driveways and/or pathways on Third Parties' premises. Said easement shall be used in conjunction with all parties lawfully using the same.
3. Each party to this agreement agrees to use the driveway in such a manner as to not restrict the usage of the other parties. The parties agree not to park vehicles, machinery, implements or other items of personal property on the driveway area so as to allow free access for all parties. No buildings or permanent structures shall be placed on or across the driveway. The parties agree that any future maintenance or repairs for said easement area shall be paid equally by the parties.
4. The parties further agree that there is drainage tile located on all three parcels of real estate which connects with the drainage tile on the other parcels. Each of the parties to this agreement grants onto the other parties the right and easement to enter onto each of the other parcels of real estate in order to inspect, maintain, repair and/or replace drainage tile as needed in order to keep the system in proper repair and in operating condition.
5. This agreement and the obligations as provided herein shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land.

Dated this 20 day of December, 2018.

Bernard J. Monaghan  
Bernard J. Monaghan – Trustee

Margaret M. Monaghan  
Margaret M. Monaghan – Trustee

Dated this 7th day of January, 2019.

John P. Monaghan  
John P. Monaghan

Polly A. Monaghan  
Polly A. Monaghan

Dated this 14 day of January, 2019.

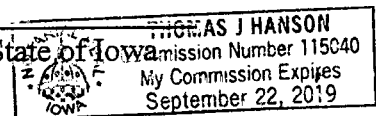
Loras B. Monaghan  
Loras B. Monaghan

Brenda K. Monaghan  
Brenda K. Monaghan

STATE OF IOWA, COUNTY OF DELAWARE: ss:

On this 20th day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Bernard J. Monaghan** and **Margaret M. Monaghan**, Trustees of the Bernard and Margaret Monaghan Revocable Trust, 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.

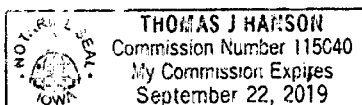
[Signature]  
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF DELAWARE: ss:

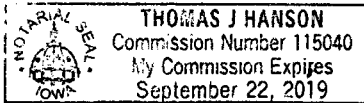
On this 14 day of January, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Loras B. Monaghan** and **Brenda K. Monaghan**, husband and wife, known to me be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

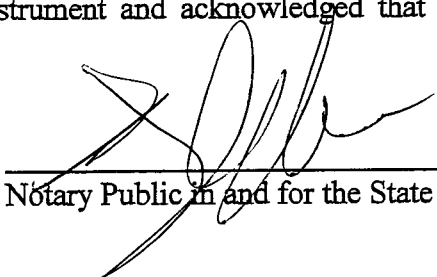
[Signature]  
Notary Public in and for the State of Iowa



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

On this 24 day of January, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **John P. Monaghan** and **Polly A. Monaghan**, 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.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa