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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer

Information & Return To: Jane E. Hanson, 401 East Main Street, Manchester, IA (563) 927-5920

Individual's Name Street Address City Phone

TILE, FENCE AND ACCESS AGREEMENT

This Agreement entered into this 17th day of August, 2022 by and between Vontalge Family Partnership (hereinafter "Vontalge") and Scott J. Chastek and Jennifer M. Chastek, husband and wife (hereinafter "Chastek").

WHEREAS, Vontalge has sold to Chastek the following described real estate located in Delaware County, Iowa:

Lots 1 and 2 of Deer Field Fifth Addition, a Subdivision of part of the NE $\frac{1}{4}$, part of the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 30, and part of the SW $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 29, all in T89N, R5W of the Fifth P.M., Delaware County, Iowa, according to Plat filed in Book 2022, Page 2206.

(Hereinafter referred to as "Chastek's real estate")

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

Lot A of Deer Field Third Addition, a Subdivision of part of the SW $\frac{1}{4}$ - SE $\frac{1}{4}$, Part of the NW $\frac{1}{4}$ - SE $\frac{1}{4}$, Part of the NE $\frac{1}{4}$ - SE $\frac{1}{4}$, and Lot B of Deer Field Second Addition, Sec. 30, T89N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2008, Page 1882.

(Hereinafter referred to as "Vontalge's real estate")

AND WHEREAS, the Parties wish to enter into an agreement regarding existing tile lines, located on the above described real estate; the right to construct and maintain fences along the boundaries of the real estate; and access to be retained by Vontalge, as well as access granted to Chastek.

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


1. There are existing tile lines extending from the real estate retained by Vontalge and running, over, across, and on to Chastek's real estate. Chastek hereby grants unto Vontalge a perpetual easement for said the repair, maintenance and improvements to the existing tile lines. That further, Chastek grants unto Vontalge the right to enter onto the above described real estate for the purpose of future inspections, maintenance, repair and improvement of the tile lines located on the above described real estate, provided, however, that Vontalge shall be obligated to return the surface area to its previously existing condition in the event of any repair, maintenance or improvement to the tile line, and Chastek shall have daily access to the above described real estate.
2. The Parties agree that either party may erect fencing on the boundary separating the Vontalge property from the above described real estate. Any cost for installation, repair and maintenance of any said fencing shall be paid solely by the party who erected said fence.
3. The Parties agree to the following terms with regard to the 30' access easement which is shown running over and across Vontalge's real estate:
 - a) There is an existing driveway located on Vontalge's real estate that the Parties shall continue to use for access to Chastek's real estate. This driveway shall be used by the Parties until the time when the buildings are demolished.
 - b) After the buildings are demolished the location of the driveway may be relocated at the option of Vontalge. Vontalge shall notify Chastek thirty (30) days prior to the driveway's relocation. Any expense of a minor relocation of the driveway shall be paid by Vontalge, provided however, if Vontalge's real estate is developed, any relocation or improvements of the driveway shall be shared proportionately among the parties using the driveway.
 - c) Maintenance and upkeep of the roadway or driveway, including snow removal, shall be the responsibility of Chastek so long as no new structures are constructed upon Vontalge real estate. Vontalge may provide snow removal at no cost to Chastek. In the event Vontalge's real estate is developed maintenance, improvements, upkeep and snow removal of the roadway shall be shared proportionately among the parties using the roadway.
 - d) At the time construction begins on Vontalge's real estate for the construction of a new structure, maintenance and upkeep of the roadway or driveway, including snow removal, shall be paid one-half by Vontalge and one-half by Chastek.
 - e) Any improvements to the 30' access easement shall be agreed upon by Chastek and Vontalge, including the decision to install a hard surface on the driveway. Vontalge shall be not required to pay for the cost of any improvement of the driveway.

4. This Agreement is binding upon the Parties hereto, their heirs, successors and assigns and is perpetual and runs with the land.
5. The Parties hereto agree that proper venue and jurisdiction for any disputes arising from this Tile, Fence and Access Agreement shall be the Iowa District Court in and for Delaware County, Manchester, Iowa. Each party hereto submits to the personal and subject matter jurisdiction of said Court.
6. In the event of suit, as it relates to this Tile, Fence and Access Agreement of the enforcement thereof, against either of the parties hereto, the prevailing party shall be entitled to reimbursement from the other party of all legal expenses, costs, expert fees, and all other expenses, including reasonable Attorney fees, from the other party to the dispute.

Vontalge Family Partnership

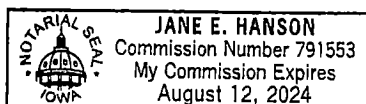

By: Gary Vontalge -- Partner

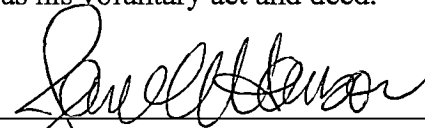

Scott J. Chastek


Jennifer M. Chastek

STATE OF IOWA, COUNTY OF DELAWARE, ss:

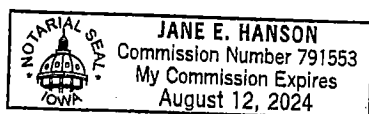
On this 17th day of August, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Vontalge as Partner of Vontalge Family Partnership, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

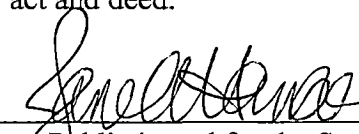



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 17th day of August, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott J. Chastek and Jennifer M. Chastek, to me known to be the identical persons named in 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