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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENCROACHMENT AND EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: *② My* Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone:
(563) 927-5920

Taxpayer Information: Carol Harbach, 12 Gay Street, Delhi, Iowa 52223

Return Address: Carol Harbach, 12 Gay Street, Delhi, Iowa 52223

Grantors: Maureen Marie DeShaw

Grantees: Carol Harbach

Legal Description: See Page 2

Document or instrument number if applicable:

ENCROACHMENT AND EASEMENT AGREEMENT

WHEREAS, Maureen Marie DeShaw, a single person, is the owner of the following described real estate:

Lot One (1) and the East one-half (1/2) of Lot Three (3), Block Twenty three (23), in the Town of Delhi, Delaware County, Iowa

hereinafter referred to as "DeShaw Property"; and

WHEREAS, Carol Harbach, a single person, is the owner of the following described real estate:

The West one-half (W¹/₂) of Lot Three (3), and all of Lots Four (4) and Five (5), Block Twenty Three (23), Delhi, Iowa, according to plat recorded in Book A L.D., Pages 128-129

hereinafter referred to as "Harbach Property"; and

WHEREAS there are two sheds owned by Carol Harbach which encroach on the DeShaw Property by approximately ten (10) feet. 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, Maureen Marie DeShaw does hereby grant and convey to Carol Harbach, and her successors in interest, an easement over the following described real estate:

That portion of DeShaw Property where the existing two sheds encroach on the DeShaw property along the easterly boundary of Harbach Property and the Westerly boundary of DeShaw Property, which is hereinafter referred to as Easement Property, and for continued location, maintenance and use of the two sheds owned by Carol Harbach and encroaching on DeShaw Property until January 1, 2030. On or before January 1, 2030 the owner of Harbach Property shall remove and dispose of the shed located nearest to the alley, and shall relocate the other shed so that it is located only on Harbach Property. Any expense of disposal, removal or relocation shall be borne by the owner of Harbach Property.

Maureen Marie DeShaw, as grantor, hereby covenants that she holds legal and equitable title to the above-described real estate, she has good and lawful authority to grant and convey the aforementioned easement and this easement shall be binding upon her successors in interest.

By her execution of this Encroachment and Easement Agreement, Carol Harbach, and her successors in interest, covenants and agrees that she will maintain said sheds and the aforementioned easement and will hold harmless the owners of the DeShaw Property from any and all liability arising out of the maintenance or use of the sheds and the easement property granted herein. Harbach further agrees that in the event either of the encroaching sheds are

destroyed or needs to be replaced its location will be moved completely onto the Harbach Property.

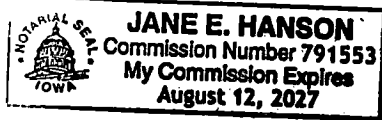
DATED this 6th day of January, 2025.

Carol Harbach
Carol Harbach

Maureen Marie DeShaw
Maureen Marie DeShaw

STATE OF IOWA, COUNTY OF DELAWARE, ss:

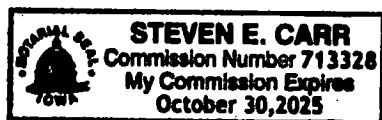
This record was acknowledged before me on this 7th day of January, 2025, by Carol Harbach, a single person.



Jane E. Hanson
Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on 6th day of January, 2025, by Maureen Marie DeShaw, a single person.



St E Carr
Signature of Notary Public