

Recorded: 6/9/2026 at 10:20:53.0 AM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2026 PG: 1552

Prepared by & Return to: Reed Palmer, Bradley & Riley PC, 2007 1<sup>st</sup> Avenue SE, Cedar Rapids, Iowa 52406, Phone: 319-363-0101

### DECLARATION OF SEPTIC EASEMENT

This Declaration of Septic Easement (the "Agreement") is made this 5<sup>th</sup> day of June, 2026, by WT Enterprises, L.C. an Iowa Limited Liability Company ("Grantee") and Linden Acres Inc., an Iowa Corporation ("Grantor").

#### RECITALS:

WHEREAS, Grantor is the record titleholder of the real property situated in Delaware County, Iowa (the "Servient Estate") legally described as:

**See attached Exhibit "A"**

WHEREAS, Grantee is the owner of the real property located at 26397 212<sup>th</sup> Ave, Delhi, Delaware County, Iowa (the "Dominant Estate") legally described as:

**See attached Exhibit "B"**

; and

WHEREAS, Grantor desires to establish a septic drainage easement (the "Septic Easement") over and across a portion of Servient Estate related to the septic system which serves the residence located on the Dominant Estate, the metes and bounds of which are defined in Plat of Survey recorded in the Delaware County Recorder's office in Book 2026 and Page 795 and attached hereto as **Exhibit C**.

#### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor declares as follows:

1. Septic Easement. Grantor hereby grants and conveys a perpetual, non-exclusive easement to Grantee over, under, and across that portion of the Servient Estate which is necessary for the purpose of operating, inspecting, repairing, and maintaining the existing subsurface septic drainage field (also known as a leach field), for the septic system that serves the residence located on Dominant Estate. The easement location described in this paragraph shall be referred to the

“Easement Area.” Grantor’s use of the surface of the Easement Area shall not be restricted in any manner, except when Grantee is temporarily using the surface to inspect, repair, or maintain the existing subsurface septic drainage field.

2. Access and Maintenance. The Grantee shall have the right of reasonable access to the Easement Area for the purpose of performing inspections, maintenance, or repair of the septic system and septic drainage field. All such work shall be done at the Grantee’s sole cost and in a manner that minimizes disruption to the Grantor and the Servient Estate. The Grantee shall promptly restore any disturbed area to its prior condition.

3. Easement Runs with Land. The Septic Easement described herein shall be construed as a covenant running with the real estate and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and shall be perpetual in duration unless terminated as provided herein or by written agreement.

4. Governing Law. This instrument and the Septic Easement described herein shall be construed and governed in accordance with the laws of the State of Iowa.

5. Severability. If any provision hereof is held invalid, the remaining provisions shall remain in full force and effect as if that invalid provision had not been included herein. Words and phrases herein will be construed as in the singular or plural number, and as masculine, feminine or neutered gender, according to the context.

6. Counterparts. This instrument may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.

[The Remainder of this Page Intentionally Left Blank]

WT ENTERPRISES, L.C.

By: Warren Engelbart  
Warren Engelbart, Member/Manager

By: [Signature]  
Tracy Engelbart, Member/Manager

STATE OF IOWA )  
COUNTY OF Linn ) ss:  
)

This instrument was acknowledged before me on this 4<sup>th</sup> day of June, 2026, by Warren Engelbart and Tracy Engelbart, members and managers of WT Enterprises, L.C., an Iowa Limited Liability Company.

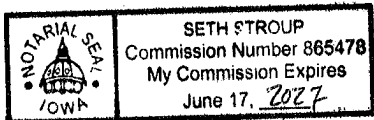


[Signature]  
Notary Public in and for said State

LINDEN ACRES INC.  
By: [Signature] Pres.  
Dean Montour, President

STATE OF IOWA )  
COUNTY OF Delaware ) ss:  
)

This instrument was acknowledged before me on this 5<sup>th</sup> day of June, 2026, by Dean Montour, President of Linden Acres Inc., an Iowa Corporation.



[Signature]  
Notary Public in and for said State

**EXHIBIT A**

**PARCEL 1:**

Lot Twenty Seven (27) of Stone's First Addition to Delaware County; Iowa per plat recorded in Book 2, Page 90 and re-recorded in Book 3, Page 109;

Except

Lot Twenty Nine (29), Lot Thirty (30), Lot Thirty One (31), Lot Thirty Two (32), Lot Thirty Three (33), Lot Thirty Four (34), Lot Thirty Five (35), Lot Thirty Six (36), and Lot Thirty Seven (37) of Sone's Second Addition to Delaware County, Iowa;

Except

Parcel 2021-111, Part of Lot 27 of the Stone's First Addition per plat recorded in book 2021 page 3356;

Except

That part of Lot Twenty Seven (27) of Stone's First Addition to Delaware County, Iowa, according to the plat recorded in Book 2 Plats, Page 90 and re-recorded in Book 3 Plats, Page 109, described as beginning at the Southwest corner of Lot Twenty (20) of said Addition, running thence Southerly to the Northwest corner of Lot Nineteen (19) of said Addition, thence Easterly along the North line of said Lot Nineteen (19) a distance of twenty seven (27) feet, thence Northerly to a point on the Sout line of said Lot Twenty (20) that is forty six (46) feet easterly of the point of beginning, thence Westerly to the point of beginning; except Parcel "F" as recorded in book 2001, Page 2691;

Except

Parcel F, Part of Lot 27, Stone's First Addition per plat recorded in Book 2001, Page 2691;

**EXHIBIT B**

Parcel F, Part Of Lot 27, Stone's First Addition & Part Of The SE  $\frac{1}{4}$  - NW  $\frac{1}{4}$ ; All In Sec. 25, T88N, R5W OF The Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2001, Page 2691; also all lake frontage running to the middle of the Maquoketa River bed with regard to said Parcel F.

**EXHIBIT C**

COUNTY: DELAWARE  
 SECTION 25, T 88 N, R 5 W  
 ALIQUOT PART: SE 1/4 - NW 1/4

CITY:  
 SURVEY: STONE'S FRIST ADDITION  
 BLOCK: LOTS: 27  
 PROPRIETOR: LINDEN ACRES, INC.

REQUESTED BY: REED PALMER, BRADLEY & RILEY P.C.  
 SURVEYOR: RANDALL L. RATTENBORG  
 COMPANY: BURRINGTON, GROUP, INC.  
 105 W. MAIN STREET, MANCHESTER, IA 52057  
 INFO@BURRINGTONGROUP.COM 563-927-2434

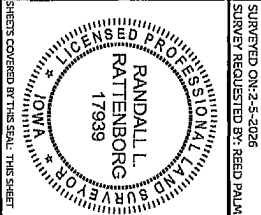
FILED  
 Delaware Co. Recorder  
 APR 06 2026



Book 2026 Page 795  
 Document 2026 795 Type 06 002 Pages 1  
 Date 4/06/2026 Time 2:33:59PM  
 Rec Amt \$7.00

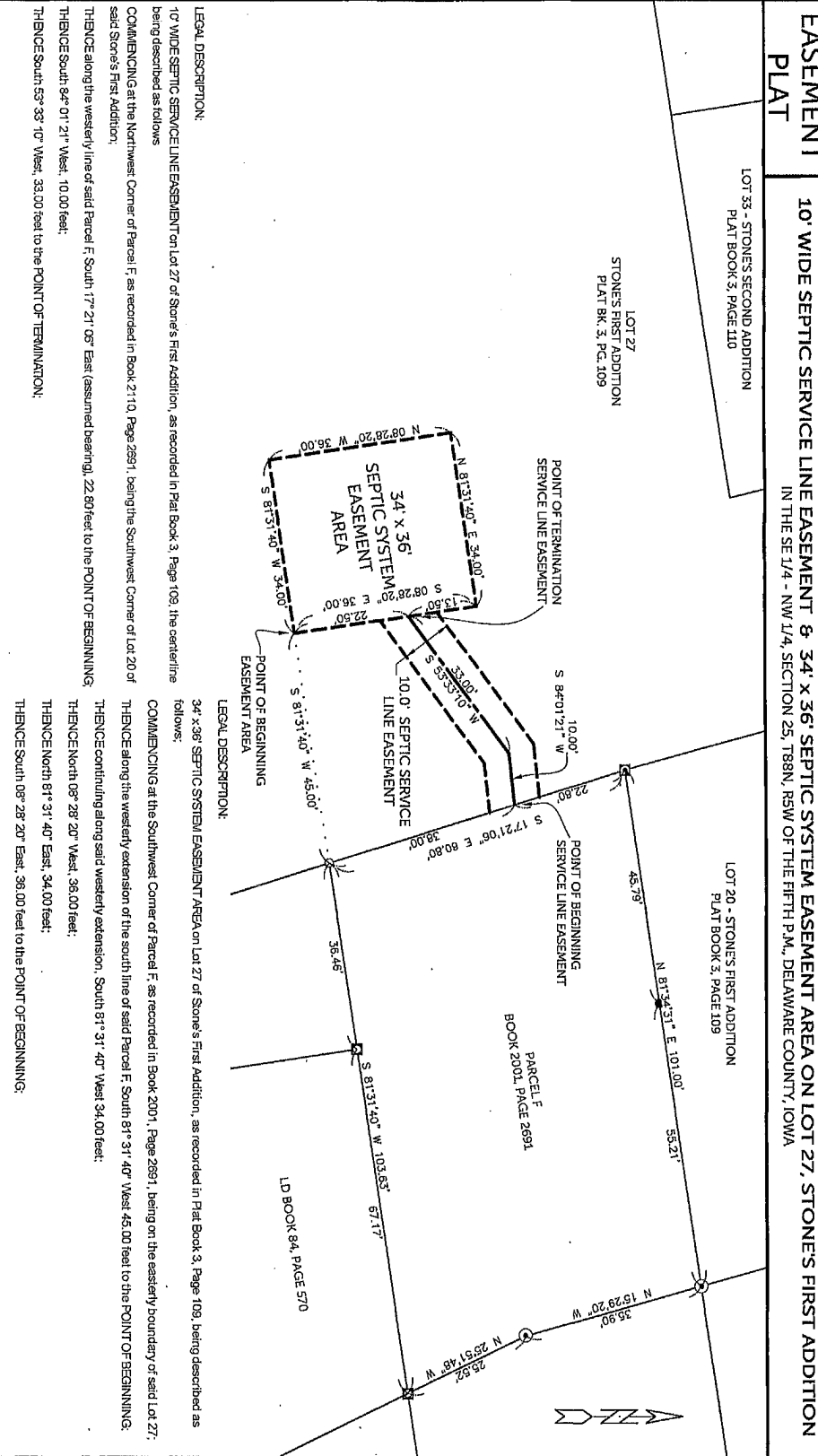
FILED  
 Delaware Co. Auditor  
 APR 06 2026

Daneen Schindler, RECORDER/REGISTRAR  
 DELAWARE COUNTY IOWA



**BURRINGTON GROUP, INC.**  
 Civil Engineering | Land Surveying  
 105 W. Main Street, Manchester, Iowa 52057 | burringtongroup.com

DATE: 4/3/2026  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027



LEGAL DESCRIPTION:  
 10' WIDE SEPTIC SERVICE LINE EASEMENT ON Lot 27 of Stone's First Addition, as recorded in Plat Book 3, Page 109, the centerline being described as follows:  
 COMMENCING at the Northwest Corner of Parcel F, as recorded in Book 2110, Page 2691, being the Southwest Corner of Lot 20 of said Stone's First Addition;  
 THENCE along the westerly line of said Parcel F South 17° 21' 05" East (assumed bearing), 22.80 feet to the POINT OF BEGINNING;  
 THENCE South 64° 01' 21" West, 10.00 feet;  
 THENCE South 63° 33' 10" West, 33.00 feet to the POINT OF TERMINATION.

LEGAL DESCRIPTION:  
 34' x 36' SEPTIC SYSTEM EASEMENT AREA on Lot 27 of Stone's First Addition, as recorded in Plat Book 3, Page 109, being described as follows:  
 COMMENCING at the Southwest Corner of Parcel F, as recorded in Book 2001, Page 2891, being on the easterly boundary of said Lot 27;  
 THENCE along the westerly extension of the south line of said Parcel F, South 81° 31' 40" West, 45.00 feet to the POINT OF BEGINNING;  
 THENCE continuing along said westerly extension, South 81° 31' 40" West 34.00 feet;  
 THENCE North 08° 28' 20" West, 36.00 feet;  
 THENCE North 81° 31' 40" East, 34.00 feet;  
 THENCE South 08° 28' 20" East, 36.00 feet to the POINT OF BEGINNING;  
 The westerly line of said Parcel F is assumed to bear South 17° 21' 05" East.

PROPRIETORS: LINDEN ACRES, INC.

Q:\Cadd\2\Survey\Lake Delata\Lake Delat 2022\1ARC5.dwg

PROJECT NO. 26-004  
 SCALE: 1" = 20'

DATE: 5/15/2026  
 DRAWN BY: RLR  
 CHECKED BY: DDK  
 GPS BOX: LAKE DELHI

SHEET 1 OF 1

LEGEND:  
 CENTER LINE  
 EASEMENT LINE  
 BOUNDARY ESTABLISHED

SCALE: 1" = 20'