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Maegan Messamaker, Recorder
Appanoose Co. IOWA

P-1 32.00

Prepared by: Debra A. George, 121 N. 13th Street, Centerville, IA 52544, and Dustin Hite, 118 North Market Street, Oskaloosa, Iowa 52577;
Return to: Debra A. George, 121 N. 13th Street, Centerville, IA 52544

JOINT SEPTIC EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 27th day of January 2025, by and between R2 Cattle Company, LLC, herein called "R2" and Aaron and Brianna Robinson, husband and wife, herein called "Robinsons".

NOW WHEREAS R2 is the owner and holder of record title to real estate located in Appanoose County Iowa legally described as follows:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 10, AND THE NORTH ONE-FOURTH OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 70 NORTH, RANGE 17 WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, EXCEPT THE FOLLOWING:

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the 5th P.M., Appanoose County Iowa, thence North 02°53'17" East 211.80 feet, thence North 83°46'19" West 794.29 Feet, thence South 16°05'58" West 184.37 feet, thence South 36°29'52" West 142.13 feet to the South Line of said Southwest Quarter of the Southwest Quarter, thence South 89°36'19" East 914.62 feet along said South Line to the Point of Beginning. Containing 4.89 acres, more or less, subject to easements apparent or of record;

AND

Commencing at the Northwest Corner of Section 15, Township 70 North, Range 17 West of the 5th P.M., Appanoose County, Iowa, thence South 00°21'15" East 24.64 feet along the West Line of the Northwest Quarter of said Section 15 to the Point of Beginning, thence continuing South 306.62 feet, along said West Line, thence South 89°41'26" East 1327.63 feet along the South Line of the North one-quarter of the Northwest Quarter of the Northwest Quarter of said Section 15, thence North 00°28'57" West 329.29 feet along the East Line of said Northwest Quarter of the Northwest Quarter, thence North 89°36'19" West 914.62 Feet, along the North Line of said Northwest Quarter, thence South 36°29'52" West 82.63 feet, thence North 82°59'29" West 365.72 feet to the Point of Beginning. Containing 9.64 acres, more or less, subject to easements apparent or of record;

AND EXCEPT

Parcel B located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows: Commencing at a found iron pin at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 00°41'12" East 465.32 feet along the West line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence North 90°00'00" East 353.21 feet to a set iron pin at the Point of Beginning; thence North 77°21'42" East 653.40 feet to a set iron pin; thence South 09°26'45" East 200.00 feet to a set iron pin; thence South 77°21'42" West 653.40 feet to a set iron pin; thence North 09°26'45" West 200.00 feet to the iron pin at the Point of Beginning, said parcel containing 3.000 acres, more or less, subject to easements of record. ("Parcel A")

AND WHEREAS Robinsons are the owners and holders of record title to adjacent real estate located in Appanoose County Iowa legally described as follows:

Parcel B located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows: Commencing at a found iron pin at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 00°41'12" East 465.32 feet along the West line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence North 90°00'00" East 353.21 feet to a set iron pin at the Point of Beginning; thence North 77°21'42" East 653.40 feet to a set iron pin; thence South 09°26'45" East 200.00 feet to a set iron pin; thence South 77°21'42" West 653.40 feet to a set iron pin; thence North 09°26'45" West 200.00 feet to the iron pin at the Point of Beginning, said parcel containing 3.000 acres, more or less, subject to easements of record.

Together with a right of way easement described as:

An easement 40 feet in width, centered on the following described centerline: Commencing at a found iron pin at the Southwest Corner of Section 10, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 83°19'25" East 45.37 feet to the Point of Beginning, said Point lying on the East Right-of-Way line of 250th Avenue as presently located; thence South 83°19'25" East 311.84 feet; thence North 36°09'56" East 209.50 feet; thence North 15°46'02" East 184.88 feet; thence North 38°59'08" East 605.24 feet to a point on the Southerly line of Parcel B. ("Parcel B")

AND WHEREAS there is presently located on Parcel A an existing septic system as presently situated which serves residences located upon both parcels;

AND WHEREAS the parties wish to grant and convey to each other a joint easement for the continued use, repair and replacement of the said septic system;

AND WHEREAS the parties wish to memorialize their agreement relative thereto;

IT IS THEREFORE AGREED, in consideration of the mutual covenants and promises contained herein as follows:

1. Owners of each parcel are granted the right to continue the use of the joint septic system, for so long as permitted by the Appanoose County Sanitarian (ADLM) or the Iowa Department of Natural Resources. Said use shall be use as in the ordinary and expected residential use having historically occurred. During such period of joint use, the owner of Parcel B, will be responsible for all routine pumping of the septic as necessary or required; but the parties shall each be responsible for one half of the costs of any necessary or required repairs for the system to continue in good operating order.

2. In the event that the joint septic system is no longer legal to operate, or in the event that the Appanoose County Sanitarian (ADLM) or the Iowa Department of Natural Resources, or any other governmental agency declares that the system is no longer compliant with applicable rules, regulations, and/or laws, the owners of Parcel B shall construct their own septic on their own property with the costs thereof to be the sole responsibility of the owner of Parcel B.

3. Should the septic system for any reason cause a backup of sewage or drainage into the property on Parcel B, the owner of Parcel A shall have no liability to the owner of Parcel B for any damages or clean up occasioned as a result thereof.

4. Each owner agrees that should they fail to discharge all the obligation under this agreement, that after thirty days' notice by certified mailing or personal service of the obligation sought to be performed, the owner of the parcel aggrieved by the other owner's failure to comply with the terms of this easement and agreement may seek redress in court, for reasonable damages, including the payment of reasonable attorney's fees in enforcement of this agreement.

5. In the event that two separate septic systems are installed to serve each property separately, this agreement shall terminate and any rights otherwise granted herein shall become null and void. Upon the installation of a separate septic system, owner of Parcel B will record a notice with the Appanoose County Recorder to notify the public that this agreement is terminated.

6. This easement shall run with the land and shall inure to the benefit of the parties' respective successors in interest.

Dated this 23 day of January, 2025.

R2 Cattle Company, LLC

Aaron Robinson
Aaron Robinson

By: _____
Doug Riordan, Member

Brianna Robinson

By: _____
Lynne Riordan, Member

By: Aaron Robinson

Aaron Robinson, Member

By: _____
Brianna Robinson, Member

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Doug Riordan, as member of R2 Cattle Company, LLC, on this ____ day of _____, 2025.

Notary Public

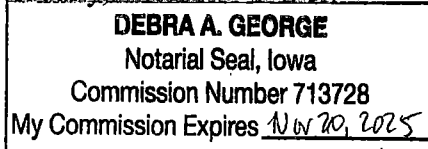
State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Lynne Riordan, as member of R2 Cattle Company, LLC, on this ____ day of _____, 2025.

Notary Public

State of Iowa, Appanoose County, ss:

This instrument was acknowledged before me by the said Aaron Robinson, member of R2 and individually, ~~as married to Brianna Robinson~~, on this 23 day of January, 2025.



Debra A. George
Notary Public

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Brianna Robinson, as member of R2 and individually, as married to Aaron Robinson, on this ____ day of _____, 2025.

Notary Public

IT IS THEREFORE AGREED, in consideration of the mutual covenants and promises contained herein as follows:

1. Owners of each parcel are granted the right to continue the use of the joint septic system, for so long as permitted by the Appanoose County Sanitarian (ADLM) or the Iowa Department of Natural Resources. Said use shall be use as in the ordinary and expected residential use having historically occurred. During such period of joint use, the owner of Parcel B, will be responsible for all routine pumping of the septic as necessary or required; but the parties shall each be responsible for one half of the costs of any necessary or required repairs for the system to continue in good operating order.

2. In the event that the joint septic system is no longer legal to operate, or in the event that the Appanoose County Sanitarian (ADLM) or the Iowa Department of Natural Resources, or any other governmental agency declares that the system is no longer compliant with applicable rules, regulations, and/or laws, the owners of Parcel B shall construct their own septic on their own property with the costs thereof to be the sole responsibility of the owner of Parcel B.

3. Should the septic system for any reason cause a backup of sewage or drainage into the property on Parcel B, the owner of Parcel A shall have no liability to the owner of Parcel B for any damages or clean up occasioned as a result thereof.

4. Each owner agrees that should they fail to discharge all the obligation under this agreement, that after thirty days' notice by certified mailing or personal service of the obligation sought to be performed, the owner of the parcel aggrieved by the other owner's failure to comply with the terms of this easement and agreement may seek redress in court, for reasonable damages, including the payment of reasonable attorney's fees in enforcement of this agreement.

5. In the event that two separate septic systems are installed to serve each property separately, this agreement shall terminate and any rights otherwise granted herein shall become null and void. Upon the installation of a separate septic system, owner of Parcel B will record a notice with the Appanoose County Recorder to notify the public that this agreement is terminated.

6. This easement shall run with the land and shall inure to the benefit of the parties' respective successors in interest.

Dated this 27th day of January, 2025.

Y [Signature]
R2 Cattle Company, LLC

[Signature]
Aaron Robinson

By: [Signature]
Doug Riordan, Member

[Signature]
Brianna Robinson

By: [Signature]
Lynne Riordan, Member

By: [Signature]

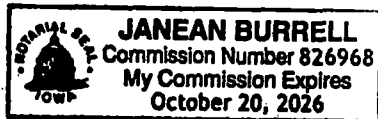
Aaron Robinson, Member

By:

Brianna Robinson, Member

State of Iowa, Manaska County, ss:

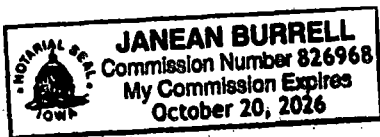
This instrument was acknowledged before me by the said Doug Riordan, as member of R2 Cattle Company, LLC, on this 27th day of January, 2025.



Janean Burrell
Notary Public

State of Iowa, Manaska County, ss:

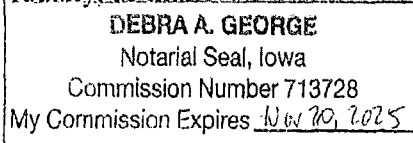
This instrument was acknowledged before me by the said Lynne Riordan, as member of R2 Cattle Company, LLC, on this 27th day of January, 2025.



Janean Burrell
Notary Public

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Aaron Robinson, member of R2 and individually, as married to Brianna Robinson, on this 23 day of January, 2025.



Debra A. George
Notary Public

State of Iowa, _____ County, ss:

This instrument was acknowledged before me by the said Brianna Robinson, as member of R2 and individually, as married to Aaron Robinson, on this 27th day of January, 2025.

Denise M. Hawk
Notary Public

