



Book 2022 Page 1475

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Handwritten signature
Preparer Information Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920

Individual's Name	Street Address	City	Phone
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Jane E. Hanson, AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this 5th day of May, 2022, by and between Estate of Richard G. Stender (hereinafter "Stender") and Delhi Lakeview Estates, Inc., (hereinafter "Delhi").

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

Lots Ninety (90) and Ninety Two (92) of Camp-O-Delhi, a Subdivision of the SW 1/4 of the SE 1/4 of Section 24, Township 88 North, Range 5, West of the Fifth P.M., in Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 78, except that part include din Parcel 'J' Being part of Lots 89 and 90 in Camp-O-Delhi, a Subdivision of the Southwest Quarter of the Southeast Quarter of Section 24, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2002, Page 3982.

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

Lot 15, Camp-O-Delhi and roads and waterfront access as described in Book 136, Page 272, also referred to as 258th Street, Delaware County, Iowa

WHEREAS, a septic system, which includes a leach bed, lies on a portion of Stender's real estate and a portion of Delhi's real estate which lies adjacent to Stender's real estate that serves Stender's real estate. Stender desires to create for themselves, their heirs, successors and assigns, an easement, upon that portion of Delhi's real estate herein above described which may be necessary for future inspection, maintenance and repair of any of said septic system and/or leach bed, together with the right to enter thereupon at all reasonable times for said purposes and for the purpose of keeping said septic system and leach bed in proper operating condition.

AND WHEREAS there is a portion of the east side of Stender's dwelling where a deck owned by Stender encroaches on Delhi's property by approximately five and one-half (5 ½) feet and the parties are desirous of acknowledging the encroachment and entering into an agreement for its maintenance and use and an easement authorizing the encroachment (hereinafter referred to "Deck Easement").

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Stender to Delhi, receipt of which is hereby acknowledged and in consideration of the mutual benefits to be gained by the parties they agree as follows:

1. Grant of Access Easement. Delhi hereby grants to Stender, their heirs, successors, and assigns, a non-exclusive access easement for the use, operation and maintenance of the septic system and leach bed and for ingress and egress over, upon and across a portion of Delhi's real estate for purposes of inspection, maintenance and repair of a septic system which serves Stender's real estate. The approximate location of the Easement Area is at twenty-five (25) foot by sixty-five (65) foot area located East of Stender's property.
2. No Limitations. Nothing in this Agreement shall prohibit or restrict Delhi's use of Delhi's property so long as such use does not prevent Stender's use of the easement.
3. Maintenance and Improvements. Maintenance of the easement shall be provided by whichever party (Stender or Delhi) deems it necessary. Stender and Delhi agree that Delhi may gravel the Easement Area and any and all maintenance of the gravel shall be provided by Delhi. Stender may not improve the easement without the prior written approval of Delhi except for minor spot repairs which may be completed by Stender without prior written approval of Delhi.
4. Deck Easement. Stender, and its successors in interest, covenant and agree that Stender will maintain the aforementioned deck and the aforementioned Deck Easement property and will hold harmless Delhi from any and all liability arising out of the maintenance or use of the Deck Easement granted herein. Stender further agrees that in the event the encroaching deck is destroyed or needs to be replaced its location will be moved completely onto the Stender's property.
5. Indemnification. Stender agrees, with respect to their use of the easement granted in this Agreement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold Delhi harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to its use of the easement granted in this Agreement for the of inspection, maintenance and repair of a septic system.
6. Covenant Running with the Land. This Agreement shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and shall not be separated from the land and shall

be perpetual in duration unless terminated as provided herein or by written agreement of the parties or their respective successors and assigns.

7. Severability. If any provision of this Agreement is found invalid, Stender and Delhi agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.
8. Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Stender and Delhi, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification or waiver.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussion between the parties, which are merged herewith, with respect to the subject matter hereof.

10. Governing Law. This Agreement shall be governed by the law of the State of Iowa.

Estate of Richard G. Stender

By: Christopher G. Stender, executor

Delhi Lakeview Estates, Inc.

By: Chad Staton, President

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 9th day of May, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher G. Stender as executor of the estate of Richard G. Stender, known to me 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.



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

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 5th day of May, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chad Staton, as president of Delhi Lakeview Estates, Inc. known to me 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.



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