



Book 2023 Page 1034

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

dy
Preparer Information Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920
Individual's Name Street Address City Phone

Jane E. Hanson, AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this 11th day of May, 2023, by and between Edward P. Stutzman and Esther S. Stutzman (hereinafter "Stutzman") and Joseph D. Miller and Ellen E. Miller, (hereinafter "Miller").

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

The North one-quarter (N ¼) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) Section Six (6), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, except Parcel 2022-155, Part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Part of the Southeast Quarter (SE 1/4) of the Northwest Fractional Quarter (NW frl 1/4) all in Section Six (6), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2022, Page 3743.

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

Parcel 2022-155, Part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Part of the Southeast Quarter (SE 1/4) of the Northwest Fractional Quarter (NW frl 1/4) all in Section Six (6), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2022, Page 3743

WHEREAS, Miller desires to creates for themselves, their heirs, successors and assigns, an easement for the right-of-way to construct, replace, repair and maintain thereon utilities through a transmission or distribution system to service Miller's real estate approximately thirty-three (33.0) feet in width running over and across Stutzman's real estate to Miller's real estate.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Miller to Stutzman, 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. Stutzman hereby grants to Miller their heirs, successors, and assigns, a non-exclusive easement for the right-of-way to construct, replace, repair and maintain thereon utilities through a transmission or distribution system and across a portion of Stutzman's real estate for purposes of providing utility service to Miller's property. The approximate location of the utility easement is shown on the plat of survey of Parcel 2022-155 and referred to as Easement A on the attached Exhibit "A".
2. No Limitations. Nothing in this Agreement shall prohibit or restrict Stutzman's use of Stutzman's real estate so long as such use does not prevent Miller's use of the easement.
3. Maintenance and Improvements. Maintenance of the easement shall be provided by whichever party (Stutzman or Miller) deems it necessary. Miller may not improve the easement without the prior written approval of Stutzman except for minor spot repairs which may be completed by Miller without prior written approval of Stutzman. Miller shall be responsible for all costs associated with the installation and maintenance of the utility services.
4. Indemnification. Miller 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 Stutzman 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, or its personal guests' use, of the easement granted in this Agreement.
5. 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.
6. Severability. If any provision of this Agreement is found invalid, Stutzman and Miller agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.
7. 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 Stutzman and Miller, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification or waiver.

8. 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.

9. Governing Law. This Agreement shall be governed by the laws of the State of Iowa.

Edward P. Stutzman
Edward P. Stutzman

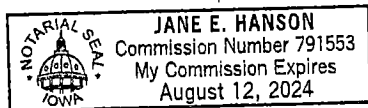
Joseph D. Miller
Joseph D. Miller

Esther S. Stutzman
Esther S. Stutzman

Ellen E. Miller
Ellen E. Miller

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

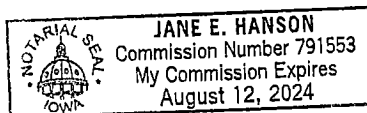
On this 11th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Edward P. Stutzman and Esther S. Stutzman known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Jane E. Hanson
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 11th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph D. Miller and Ellen E. Miller known to me 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.



Jane E. Hanson
Notary Public in and for the State of Iowa

INDEX LEGEND

LOCATION: PART OF THE NE1/4 SW1/4 AND PART OF THE SE1/4 NW FRL1/4, ALL IN SECTION 6, T87N, R3W

PROPRIETORS: EDWARD P. STUTZMAN AND ESTHER S. STUTZMAN

REQUESTOR: EDWARD STUTZMAN

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 (563) 855-2028

FILED
Delaware Co. Assessor
DEC 21 2022

FILED
Delaware Co. Auditor
DEC 21 2022

Book 2022 Page 3743
Document 2022 3743 Type 06 002 Pages 2
Date 12/21/2022 Time 3:41:47PM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY: BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2022-155

PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL1/4), ALL IN SECTION SIX (6), TOWNSHIP EIGHTY-SEVEN NORTH (T87N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA

ACREAGE SUMMARY TABLE

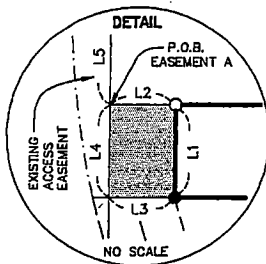
PARCEL	NE1/4 SW1/4 SEC. 6, T87N, R3W	SE1/4 NW FRL1/4 SEC. 6, T87N, R3W
2022-155	7.57 +/-	10.14 +/-

LINE	BEARING	DISTANCE
L1	N 00°33'00" E	47.49'
L2	S 89°51'36" E	32.98'
L3	N 89°51'07" W	32.98'
L4	N 00°33'00" E (S 00°33'44" W)	47.49'
L5	S 00°33'00" W (S 00°33'44" W)	281.93'

LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 1/2" IRON ROD W/ YELLOW CAP #12642
- BOUNDARY LINE SURVEYED
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- - - EXISTING R.O.W. LINE
- - - EXISTING EASEMENT LINE
- () RECORDED AS
- P.O.B. POINT OF BEGINNING

N1/4 CORNER
SEC. 6, T87N, R3W
FD. 1/2" IRON ROD
W/ NO CAP



SE1/4 NW FRL1/4
SEC. 6, T87N, R3W

PARCEL 2022-155

17.71 +/- ACRES TOTAL

PARCEL 2017-03
BOOK 2017, PAGE 146

PARCEL 2021-60
BOOK 2021, PAGE 1862

NW CORNER NE1/4 SW1/4
SEC. 6, T87N, R3W
FD. 1/2" IRON ROD W/
YELLOW CAP #12642

N1/2 N1/2 NE1/4 SW1/4
SEC. 6, T87N, R3W

EASEMENT A
ACCESS & UTILITY
EASEMENT

S 89°51'36" E 327.25'

SEE
DETAIL

285TH STREET

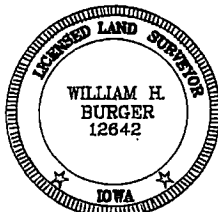
PARCEL K
SEC. 6, T87N, R3W
BOOK 2007, PAGE 328

N 89°51'07" W 1286.59'



CENTER OF SECTION
SEC. 6, T87N, R3W
FD. 1/2" IRON ROD W/
YELLOW CAP #12642
P.O.B. PARCEL 2022-155

SE CORNER NE1/4 SW1/4
SEC. 6, T87N, R3W
FD. 1/2" IRON ROD
W/ MARRED CAP



NO. OF SHEETS COVERED BY THIS SEAL: 1

DATE OF SURVEY: 12/8/2022

SCALE: 1" = 150'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
(ROAD BOOK #1 PAGE 145)
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

William H. Burger 12/21/22
WILLIAM H. BURGER #12642 DATE

Wm. Burger
LandSurveyor

510 3rd Street West Court
Worthington, Iowa 52078

Exhibit A