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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

<i>OH</i>	<i>x</i>	Preparer Information Jane E. Hanson,	401 East Main Street,	Manchester, Iowa 52057	(563) 927-5920
		<b>Individual's Name</b>	<b>Street Address</b>	<b>City</b>	<b>Phone</b>

Jane E. Hanson, AT0012697

SPACE ABOVE THIS LINE  
FOR RECORDER

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is entered into this 10<sup>th</sup> day of October, 2023, by and between James E. Richter, as Trustee of the James E. Richter Revocable Trust and Theresa E. Richter, as Trustee of the Theresa E. Richter Revocable Trust (hereinafter "Richter") and Tyler J. Schuman and Rachel Schuman, husband and wife, (hereinafter "Schuman").

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

North Four Hundred (400) feet of the West Three Hundred Sixty (360) feet of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Five (25), Township Eighty-Nine (89) North, Range Four (4), West of the Fifth P.M.

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

Parcel 2023-33 of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Five (25), Township Eighty-Nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, in Delaware County, Iowa, according to plat recorded in Book 2023, Page 1333

WHEREAS, Schuman desires to create 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 Schuman's real estate approximately seventy-five (75.0) feet in width running over and across Richter's real estate to Schuman's real estate.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Schuman to Richter, 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 Utility Easement. Richter hereby grants to Schuman their heirs, successors, and assigns and any agents retained by Schuman with regard to the installation and maintenance of the utility, 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 Richter's real estate for purposes of providing utility service to Schuman's property. The approximate location of the utility easement is the North 75 feet of Richter's real estate.
  2. No Limitations. Nothing in this Agreement shall prohibit or restrict Richter's use of Richter's real estate so long as such use does not prevent Schuman's use of the easement.
  3. Maintenance. Maintenance of the utility easement shall be provided by Schuman. Schuman shall be responsible for all costs associated with the installation and maintenance of the utility services. Richter also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of Schuman, or their agents, may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.
  4. Indemnification. Schuman 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 Richter 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 agent's 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.
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6. Severability. If any provision of this Agreement is found invalid, Richter and Schuman 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 Richter and Schuman, 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.

James E. Richter  
James E. Richter, Trustee

Tyler J. Schuman  
Tyler J. Schuman

Theresa E. Richter  
Theresa E. Richter, Trustee

Rachel Schuman  
Rachel Schuman

STATE OF IOWA )  
 ) ss:  
COUNTY OF DELAWARE )

On this 10<sup>th</sup> day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James E. Richter, as trustee of the James E. Richter Revocable Trust 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.

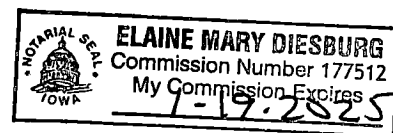
Elaine Mary Diesburg  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF DELAWARE )



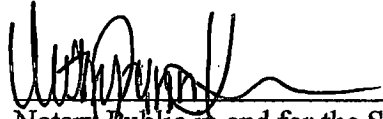
On this 12<sup>th</sup> day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theresa E. Richter, as trustee of the Theresa E. Richter Revocable Trust known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Elaine Mary Diesburg  
Notary Public in and for the State of Iowa



STATE OF IOWA                    )  
  ) ss:  
COUNTY OF DELAWARE )

On this 12<sup>th</sup> day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tyler J. Schuman and Rachel Schuman, husband and wife 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.

  
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Notary Public in and for the State of Iowa

