

Recorded: 11/13/2023 at 1:08:59.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2864

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 31st day of October, 2023, by and between Justin A. Curtis and Kelly A. Staner, single persons (hereinafter “Curtis and Staner”) and the Estate of John C. Nefzger, (hereinafter “Nefzger”).

WHEREAS, Curtis and Staner are the owners of the following described real estate located in Delaware County, Iowa:

Parcel 2023-44, Part of the NW 1/4 – SW 1/4, Sec 14, T89N, R4W of the 5th P.M. Delaware County, Iowa according to plat recorded in Book 2023, Page 2052

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

Parcel 2023-46, Part of the NW 1/4 - SW 1/4 and part of the SW 1/4 – SW 1/4, Sec 14, T89N, R4W of the 5th P.M. Delaware County, Iowa according to plat recorded on Book 2023, Page 2052

WHEREAS, Nefzger desires to create for itself, its successors and assigns a perpetual easement for ingress and egress over and across a portion of the Curtis and Staner real estate.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Nefzger to Curtis and Staner, 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. Curtis and Staner hereby grant to Nefzger, its successors and assigns, a perpetual easement for the purpose of ingress and egress by individuals, vehicles, and farm machinery and equipment over and across the Westerly portion of the Curtis and Staner real estate from 260th Avenue to the Nefzger real estate.

2. No Limitations. Nothing in this Agreement shall prohibit or restrict Curtis and Staner's use of their real estate so long as such use does not prevent Nefzger's use of the easement.
3. Maintenance and Improvements. Maintenance of the easement shall be provided by whichever party (Curtis and Staner or Nefzger) deems it necessary. Nefzger may not improve the easement without the prior written approval of Curtis and Staner except for minor spot repairs which may be completed by Nefzger without prior written approval of Curtis and Staner.
4. Indemnification. Nefzger 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 Curtis and Staner 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, Curtis and Staner and Nefzger 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 Nefzger and Curtis and Staner, 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.

Estate of John C. Nefzger

Patti Jo Hoeger
By: Patti Jo Hoeger, Executor

Justin A. Curtis
Justin A. Curtis


Brian Nefzger
By: Brian Nefzger, Executor

Kelly A. Staner
Kelly A. Staner

Brenda K. Elgin
By: Brenda K. Elgin, Executor

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)


On this 6th day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Justin A. Curtis and Kelly A. Staner 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.

 SANDRA S. LEHMAN
Commission Number 849048
My Comm. Exp. 6/27/26

Sandra S. Lehman
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

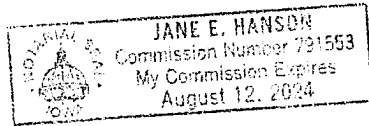
On this 30th day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patti Jo Hoeger, known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed as Executor of the John C. Nefzger Estate.

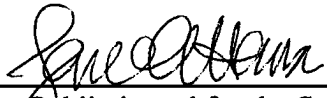
 JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2024

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

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 31st day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian Nefzger 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 as Executor of the John C. Nefzger Estate.

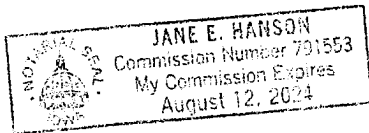





Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 31st day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brenda K. Elgin 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 as Executor of the John C. Nefzger Estate.





Notary Public in and for the State of Iowa