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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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 24th day of November, 2025, 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 Northwest fractional Quarter (NW fr ¼) of Section Six (6), Township Eighty-Seven (87) North, Range Three (3), West of the Fifth P.M., 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

AND WHEREAS, there is an existing twenty (20.0) foot wide driveway located along the westerly boundary of Miller's real estate. Said access easement provides a means of ingress and egress over and across Miller's real estate to Stutzman's real estate.

WHEREAS, Stutzman 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 Stutzman's real estate approximately twenty (20.0) feet in width running over and across Miller's real estate to Stutzman's real estate.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration paid by Stutzman to Miller, 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. Miller hereby grants to Stutzman 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 Miller's real estate for purposes of providing utility service to Stutzman'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 Miller's use of Miller's real estate so long as such use does not prevent Stutzman's use of the easement.
3. Maintenance and Improvements – Utility Easement. Maintenance of the utility easement shall be provided by whichever party (Stutzman or Miller) deems it necessary. Stutzman may not improve the easement without the prior written approval of Miller except for minor spot repairs which may be completed by Stutzman without prior written approval of Miller. Stutzman shall be responsible for all costs associated with the installation and maintenance of the utility services.
4. Grant of Access Easement. Miller and Stutzman agree that both parties, their heirs, successors, assigns, agents and invitees, and all persons with lawful authority may use the aforementioned driveway to access Stutzman's Real Estate.
5. Usage of Driveway - Stutzman and Miller agree to use said driveway in such a manner so as to not restrict the usage by the other party. The Parties agree not to park vehicles, machinery, implements or other items of personal property on the roadway area, and to provide free access for both parties. No buildings or other permanent structures shall be placed on or across the roadway.
6. Maintenance and Improvements – Driveway Easement Stutzman and Miller agree that any future maintenance or repairs for said driveway shall be paid one-half by each Party. If at any time a third party owns a portion of Kevin's real estate and uses the roadway, any future maintenance or repairs for said roadway shall be paid one-third by each Party.
7. Indemnification. Stutzman agrees, with respect to their use of the easements granted in this Agreement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold Miller 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. Governing Law. This Agreement shall be governed by the laws of the State of Iowa.

Edward P. Stutzman
Edward P. Stutzman

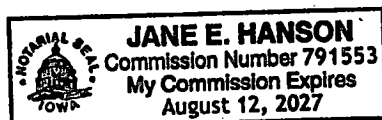
Joseph D. Miller
Joseph D. Miller

Esther S. Stutzman
Esther S. Stutzman

Ellen E. Miller
Ellen E. Miller

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

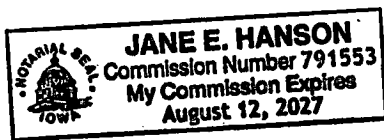
On this 24th day of November, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Edward P. Stutzman and Esther S. Stutzman known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

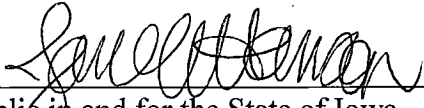


Jane E. Hanson
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 24th day of November, 2025, 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.





Notary Public in and for the State of Iowa