Book 2013 Page 1225
Document 2013 1225 Type 03 006 Pages 3
Date 4/10/2013 Time 3:21:52PM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

CHG.

Preparer & **RETURN TO:**
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE
FOR RECORDER

EASEMENT AGREEMENT

This Agreement entered into this 10 day of April, 2013, by and between Nyle Eldon Sauer and Corrine Clara Sauer, Co-Trustees of the Sauer Family Revocable Living Trust 11/29/05 (hereinafter "First Parties") and Conrad I. Tegeler and Jeanette Tegeler as Trustees of the Conrad and Jeanette Tegeler Revocable Trust dated 05/05/1992 (hereinafter "Second Parties").

WITNESSTH:

WHEREAS, First Parties are the owners of two parcels of real estate located in Manchester, Delaware County, Iowa and legally described as follows:

Parcel #1

The North sixty (60) feet of Lot Six (6), except the West eighty seven and four-tenths (87.4) feet thereof, and further excepting the East seven and one-half (7½) feet thereof; and the North twelve (12) feet of the South one hundred ninety (190) feet of the East one hundred nine and twenty three hundredths (109.23) feet of Lot Six (6), except the East seven and one-half (7½) feet thereof; all in Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4, L.D., Pages 484-485.

Parcel #2

The South one hundred seventy eight (178) feet of the East one hundred nine and twenty-three one-hundredths (109.23) feet of Lot Six (6), Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Page 484, except the East seven and one-half (7½) feet thereof.

AND WHEREAS, Second Parties are the owners of the following described real estate located in Manchester, Delaware County, Iowa.

The West Eighty-seven and four-tenths (87.4) feet of the North half (N½) of Lot Six (6), Iowa Land Company's Addition to Manchester, Iowa, same being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Twenty-eight (28), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa.

AND WHEREAS, the Parties wish to enter into an Easement Agreement whereby Second Parties will be granted an easement over and across a portion of Parcels 1 and 2 owned by First Parties under the terms and conditions as stated herein.

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, and in consideration of $1.00 and other valuable consideration paid by Second Parties to First Parties they agree as follows:

1. Second Parties have been using real estate east of their boundary line as a portion of the yard for their premises which is located on the westerly edge of Parcels 1 and 2. The parties agree that Second Parties, their heirs, successors and assigns will continue to be allowed to use the portion as described herein as a part of their yard and will be required to mow and maintain that portion of the premises. The area on which the easement shall exist is described as follows:

    A. The West six (6) feet of the North sixty (60) feet of Lot Six (6), except the West eighty seven and four-tenths (87.4) feet thereof, and further excepting the East seven and one-half (7½) feet thereof; and the North twelve (12) feet of the South one hundred ninety (190) feet of the East one hundred nine and twenty three hundredths (109.23) feet of Lot Six (6), except the East seven and one-half (7½) feet thereof; all in Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4, L.D., Pages 484-485.

    B. The West six (6) feet of the North 53 feet of the South one hundred seventy eight (178) feet of the East one hundred nine and twenty-three one-hundredths (109.23) feet of Lot Six (6), Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Page 484, except the East seven and one-half (7½) feet thereof.

2. Second Parties, their heirs, successors and assigns shall place no permanent improvements on the easement area.

3. This easement shall continue so long as the current residence located on the real estate owned by Second Parties' remains standing. Should said residence be removed from the premises then the easement granted herein shall end and shall be of no further force and effect.

First Parties

Nyle Eldon Sauer **TRUSTEE**

Corrine Clara Sauer **TRUSTEE**

Second Parties

Conrad I. Tegeler **TRUSTEE**

Jeanette Tegeler **TRUSTEE**

STATE OF Iowa **, COUNTY OF** Delaware **ss:**

On this 10th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Nyle Eldon Sauer and Corrine Clara Sauer, Co-Trustees of the Sauer Family Revocable Living Trust 11/29/05, to me known 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

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 10th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Conrad I. Tegeler and Jeanette Tegeler as Trustees of the Conrad and Jeanette Tegeler Revocable Trust dated 05/05/1992, to me known 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