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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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UTILITY EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS:

This Easement is made and entered into between G & T Land, LLC, (Grantor) and G & T Land, LLC, (Grantee).

WHEREAS, Grantor owns real estate located in Delhi, Iowa, said real estate legally described as follows:

> Lot 2, 3, and 4 of Silver Lake Subdivision, Part of the South one-half (S ½) of the Southwest Quarter (SW ¼) of Section Sixteen (16) and part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-One (21), all in Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, subject to easements of record. (Plat Recorded in Book 2021 Page 286, records of the Delaware County Recorder.)

WHEREAS, Grantor has agreed to establish, for the benefit of Grantee, and their successors, heirs, and/or assigns, an easement in, over, and upon a portion of a portion of the above-described property, for the purpose of providing Grantee (and their successors, heirs, and assigns) a utility easement, and

WHEREAS, That portion of Grantor's property subject to the easement created hereby is described as follows:

> The south 10' of that portion of Lot 2 of Silver Lake Subdivision extending 30' to the east and 30' to the west from the point at which the NW corner of Lot 3 and NE corner of Lot 4 intersect with the boundary of Lot 2. ("Easement Area")

and

WHEREAS, Grantor and Grantee deem it to be in their mutual best interests to set forth, in writing, their understandings as to the location and terms of the easement established pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of one dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and provisions related to the Easement Area.

1. Utility Easement: The Easement Area shall be subject to use by local utility providers for the installation, construction, reconstruction, repair, alteration, maintenance, and operation of such infrastructure, above or below ground, necessary to provide utility service to the following described benefitted properties.

   Lot 2, 3, and 4 of Silver Lake Subdivision

2. Erection of Structures Prohibited. No structures, or pavement, shall be allowed within the easement area but for pavement/pad required in relation to the electric utility installation. The owner of Lot 2 may maintain landscape over the Easement Area, however, should said landscape ever be damaged as a result of the repair, alteration, maintenance, and/or operation of the utility, the owner shall be solely responsible for the cost of repairs and/or replacement of said landscape.

3. Continued Use. Grantor shall have the right to use the Easement Premises for any uses which are not inconsistent with Grantee's use of the Easement Premises for the purposes granted herein.

4. Entire Agreement. The parties stipulate that this Easement Agreement sets forth the entire agreement between the parties, and that there is no other understanding between them, express or implied.

5. Governing Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

6. Covenants Running With the Land. This Easement is intended to be and shall be construed to be a covenant running with the "Easement Area", binding upon and inuring to the benefit of, and enforceable by the parties hereto and their respective heirs, successors, and assigns, whether such transfer occurs by death, public dedication or any other form of conveyance or transfer.

7. Partial Invalidity. If any provisions or portions hereof, or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remained of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent possible.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this easement by title in fee simple; that Grantor has good and lawful authority to convey the same and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF I have hereunto affixed my hand this 22nd day of March, 2021.

GRANTOR:

By Tana Guetzko, President
Tana Guetzko, President
G & T Land, LLC

IN WITNESS WHEREOF I have hereunto affixed my hand this 22nd day of March, 2021.

GRANTEE:

By Tana Guetzko, President
Tana Guetzko, President
G & T Land, LLC

STATE OF IOWA)
) §
COUNTY OF JONES)

On this 22nd day of March, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Tana Guetzko, President of G & T Land, LLC, as Grantor and Grantee herein, known to me to be the identical person(s) named herein who executed the foregoing instrument, and acknowledged that she executed the same as an expression of her voluntary act and deed and the voluntary act and deed of G & T Land, LLC.

NOTARIAL SEAL IOWA
DOUGLAS D. HERMAN
Commission Number 175238
My Commission Expires
8/24/2021

Notary Public in and for said State of Iowa