Del. Co. AB.

DELAWARE COUNTY IOWA
FILED
2004 NOV 18 AM 11: 27
BOOK 2004 PAGE 4326
DEBORAH L. FEYDT
DELAWARE CO. RECORDER
22.00

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222

AFFIDAVIT REGARDING GRANTOR

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

Laurence J. Scherrman and Irene M. Scherrman, husband and wife (hereafter the "**Scherrmans**"), being duly sworn on oath, do state:

1. They are the persons named as the Grantor in the Grant of Easement between the Scherrmans and Iowa RSA #12, L.L.C., a Wisconsin limited liability company (also known as Cellcom), Grantee, dated Oct. 18, 2004, and filed for record Nov.18, 2004, as Document No. 2004-4326 in Book at Page 4326, in the office of the Recorder of Delaware County, Iowa ("**Easement**"), and affecting the following-described property, hereinafter referred to as "**Property**", legally described in Exhibit A attached hereto and made a part of this Affidavit by this reference.

2. That the Scherrmans are of legal age and under no disability, and during the past ten years have resided in Farley, Iowa.

3. There have been no bankruptcy, divorce or dissolution proceedings involving the Scherrmans during the time that the Scherrmans have had any interest in the Property, and any bankruptcy, divorce or dissolution proceedings of record against parties with the same name or similar names during the time period in which the Scherrmans have had any interest in the Property are not against Laurence J. Scherrman or Irene M. Scherrman named above.

4. There are no judgments or tax liens of record against the Scherrmans named above, and any judgments or liens against parties with the same name or similar names are not against the above-named persons.

5. There has been no labor or materials furnished to the Property by or at the request of the Scherrmans for which payment has not been made.

6. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the Property, except for rights of tenants, as tenants only, in possession under unrecorded leases or occupancy agreements.

7. There are no persons in possession of any portion of the Property, other than pursuant to a recorded document, except for rights of tenants, as tenants only, in possession under unrecorded leases or occupancy agreements.

8. There are no encroachments or boundary line questions nor any actions pending in any courts affecting the Property that the Scherrmans are aware of.

10. There are no present violations of any enforceable covenants, conditions or restrictions of which the Scherrmans have knowledge.

Scherrmans know the matters herein stated are true and make this affidavit for the purpose of establishing Grantee's title to the Easement free and clear of all judgments, tax liens, bankruptcies and unrecorded interests suffered or made by Scherrmans, other than as may be disclosed herein.

Laurence J. Scherrman

Irene M. Scherrman

Subscribed and sworn to before me
this 10-18-04 day of ~~July, 2004~~.

Barbara A Nauman
Notary Public in and for the State of Iowa.

BARBARA A. NAUMAN
Commission Number 727604
My Commission Expires
March 26, 2007

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Manchester #12-046 – Delaware County, Iowa.

A nonexclusive easement appurtenant to Parcel E according to plat recorded in Book 8 Plats, Page 90, for pedestrian and vehicular access, ingress and egress and installation and maintenance of driveway and utility improvements ("***Easement***") over, upon, and across the following described real property located in Delaware County, Iowa:

Parcel 1 (Easement Area A)

A strip of land 30 feet in width lying northerly and parallel to the following described line:

> Commencing at the Southwest corner of Section 6, Township 88 North, Range 5 West of the Fifth Principal Meridian; thence along the Westerly line of said Section 6, North 00°00'00" East 1423.09 feet; thence South 89°37'35" East to the Easterly Right of Way Line of State Highway 13 and the Northwesterly Corner of Parcel B as recorded in Book 7 of Plats, Page 96 in the Office of the Delaware County Recorder, 106.32 feet; (said point being the POINT OF BEGINNING of said 30 foot wide easement); thence continuing along the Northerly Line of said Parcel B, South 89°37'35" East, 221.30 feet to the West line of Parcel E in the NW 1/4 of the SW 1/4 Section 6, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 90; (said point being the POINT OF TERMINATION of said 30 foot wide easement).

Parcel 2 (Easement Area C)

Commencing at the Northwest corner of the Southwest Fractional Quarter of Section 6, Township 88 North, Range 5 West of the Fifth Principal Meridian, thence South 88 degrees 54 minutes East 780.4 feet along the North line of the Northwest Quarter of the Southwest Fractional Quarter of said Section 6; thence South 46 degrees 35 minutes West 418.6 feet; thence Southwesterly 266.5 feet along a 663.0 feet radius curve, concave Southeasterly and tangent to the preceeding course; thence South 61 degrees 14 minutes West 103.1 feet; thence South 24 degrees 30 minutes West 106.9 feet; thence South 00 degrees 23 minutes East 550.00 feet; thence South 8 degrees 08 minutes West 105.0 feet to the POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED *(Said Point of Beginning being the intersection of the East line of Highway No. 13 and the South boundary line of the tract of land described in Warranty Deed recorded in Book 112, L.D., Page 174. Said Point of Beginning also being the Northwest corner of Parcel B in the Southwest Quarter of Section 6, T88N, R5W, according to the plat recorded in book 7 of Plats, Page 96)*; thence North on the East line of said Highway No. 13 a distance of forty five (45) feet; thence Southeasterly a distance of seventy five (75) feet to the northerly boundary of Parcel B per plat recorded in book 7 of Plats, Page 96 (*said northerly boundary of Parcel B also being the South line of the tract described in Warranty Deed recorded in Book 112, L.D., Page 174*); thence Southwesterly seventy five (75) feet to a point on the East line of said Highway No. 13 which is forty five (45) feet South of the point of beginning; thence North along the East boundary line of said Highway No. 13 to the point of beginning.

The Easement over Parcel 2 above includes, to the extent necessary, a nonexclusive assignment of Grantor's rights in the easement as granted and reserved in the Warranty Deed recorded in Book 112, L.D., Page 174.

Parcel 3 (Existing Utlity lines)

An easement for maintenance, repair and replacement of existing utility lines, if any, servicing the Benefited Property and located on that that portion of Scherrmans' property bounded (i) on the East by the West line of Parcel E in the NW 1/4 of the SW 1/4 Section 6, T88N, R5W of the Fifth P.M ("**Parcel E**"), (ii) on the West by the Easterly Right of Way Line of State Highway 13, (iii) on the North by the Westerly extension of the North line of Parcel E to the Easterly Right of Way Line of State Highway 13, and (iv) on the South by the Westerly extension of the South line of Parcel E to the Easterly Right of Way Line of State Highway 13.