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Carla K Becker, Auditor
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information:
& return to:
(X) Daniel H. Swift, 108 N. Madison Street, PO Box 207 Manchester 563-927-4901
Preparer's Name Street Address City Phone Number

## GRANT OF ROADWAY EASEMENT

NOW ON THE DATES OF EXECUTION OF THIS AGREEMENT, Brian A. Muller and Jodeen K. Muller, husband and wife (hereinafter referred to as "Grantors"), Schroeder's Cash Supply, Inc., aka Schroeder's Cash Supply, Inc. dba Edgewood Building Center, an Iowa Business Corporation (hereinafter referred to as "Grantees") and Jann M. Hebrank, a single person (hereinafter referred to as "Grantees"), agree as follows:

## RECITALS

1. Grantors own the following described real estate located in Delaware County, Iowa, to-wit:

A twenty (20) foot wide permanent easement for purpose of ingress and egress along the presently existing and traveled roadway running Northerly from Highway No. 13, as presently dedicated, to the commencement of the vacated portion of the Jones Road as shown in Road Record 4, Page 175, in Delaware County Auditor's Office and in Supervisor's Minutes L, Page 322.

2. Grantees each own an undivided one-half interest in and to the following described real estate located in Delaware County, Iowa, to-wit:

A parcel of land located in the NE ¼ NW ¼ of Sec. 20, T89N, R5W of the 5th P.M., Delaware County, Iowa, as shown on Right of Way Plat recorded in Book W, Page 203 Office of the Delaware County Recorder and by reference made a part hereof. Said Parcel is described as follows: Bounded on the southwest by a line 60 ft. normally distance northeasterly from and parallel to the centerline of Primary Road No. 13; on the northeast by the southwesterly right of way line of

the Former Secondary Road; and on the southeast by a line beginning at point 60 ft. normally distant northeasterly from centerline Station 34 + 00 as shown on project plans for Project No. P-236; thence N 28° 02' E 126.8 feet to said southwesterly right of way line; containing 0.4 acres more or less, EXCEPT Easements and Roadways of record and in particular a 20 foot wide permanent easement for the purpose of ingress and egress along the presently existing and traveled roadway running northerly from Highway No. 13, as presently dedicated, to the commencement of the vcated portion of the Jones Road as shown in Road Record 4, Page 175, in the Delaware County Auditor's Office and in Supervisor's Minutes L., Page 322

3. Grantors wish to grant to Grantees an easement for purposes of ingress and egress as hereinafter described.

**EASEMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWELEDGED, THE PARTIES AGREE AS SET FORTH BELOW:

1. Grantors hereby grant to Grantees an easement and right of way for ingress and egress to the real estate owned by Grantees over, across, and on the following described real estate, to-wit:

The Southerly most twenty (20) feet of a twenty (20) foot wide permanent easement for the purpose of ingress and egress along the presently existing and traveled roadway running Northerly from Highway No. 13, as presently dedicated, to the commencement of the vacated portion of the Jones Road as shown in Road Record 4, Page 175, in the Delaware County Auditor's Office and in Supervisor's Minutes L, Page 322

2. The easement herein granted to Grantees is for the right of Grantees, their invitees, family and friends to use said easement for purposes of ingress and egress to the real estate owned by them and described herein.

3. This easement is granted by Grantors solely for purposes of ingress and egress.

4. Grantees covenant and warrant they will not use said easement for manufacturing purposes nor for a new or used automobile dealership.

5. This easement is binding upon the parties hereto, their heirs, successors and assigns and is perpetual and runs with the land.

6. Grantees, their heirs, successors and assigns agree to pay and reimburse Grantors for fifty percent (50%) of the actual reasonable costs incurred by Grantors in maintaining and repairing

the easement granted herein within thirty (30) days after notification by Grantors to Grantees of the reasonable costs incurred in maintaining and repairing the easement.

7. Any claims or disputes arising out of or relating to this Agreement shall be settled by neutral binding arbitration before a single arbiter to be held in accordance with the rules of the American Arbitration Association applicable to the nature of the dispute in question, and judgment upon the award rendered by the arbiter may be entered in any Court having jurisdiction thereof. Attorney fees, costs, and other fees of the arbitration and the arbiter shall be borne by the non-prevailing party unless the arbiter, for good cause, determines otherwise.

8. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

9. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, including attorney fees and costs.

10. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any Court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

12. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

Dated this 6 day of NOV., 2008.

Brian A. Muller

Jodeen K. Muller

Subscribed and sworn to before me this 6th day of November, 2008, by Brian A. Muller and Jodeen K. Muller, husband and wife,

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA

AMY J. BLUMER
Commission Number 186416
My Comm. Exp. 9/5/11

Dated this 8 day of NOVEMBER 2008.

SCHROEDER'S CASH SUPPLY, INC.
aka SCHROEDER'S CASH SUPPLY, INC.
dba EDGEWOOD BUILDING CENTER,
an Iowa Business Corporation

By Robert P. Mescher
Its President

By Randall R. Mescher
Its Secretary

STATE OF IOWA, COUNTY OF Clayton, ss:

On this 8 day of November, 2008, before me, the undersigned, a Notary Public in and for the said State, personally appeared Robert P. Mescher and Randall R. Mescher, to me personally known, who being by me duly sworn, did say they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (~~the seal affixed hereto is the seal of~~ the) corporation; that the instrument was signed (~~and sealed~~) on behalf of the corporation by authority of its Board of Directors; and that Robert P. Mescher and Randall R. Mescher as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

JOHN D. GNAGY
Commission Number 009395
My Commission Expires
3/01/2011

John D. Gnagy
Notary Public in and for said State

Dated this 14 day of November, 2008.

Jann M. Hebrank

Subscribed and sworn to before me this 14th day of November, by Jann M. Hebrank, a single person.

Notary Public in and for the State of Iowa

LORI K. LUNDIN
Commission Number 731278
My Commission Expires
5-24-2010