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Date 11/15/2012 Time 2:21:54PM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer (Y) & **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 is entered into this 15 day of November 2012, by and between Dorothy M. Lyness ("Seller"), and River Valley Cooperative ("Purchaser").

WHEREAS, Seller has sold and Purchaser has purchased a certain parcel of real estate located in Delaware County, Iowa legal is described as follows:

> Parcel J Part of the NE ¼ - SE ¼, Sec. 13, T87N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2012, Page 3399

a copy of the Plat of Survey of said Parcel J is attached hereto and by this reference made a part hereof.

AND WHEREAS, the parties have previously agreed that the Seller shall retain an easement for access over and across said Parcel J. Purchaser has also previously agreed to maintain existing tile outlets and waterways so as not to disrupt the flow of water running from Sellers adjacent property on to the above described Parcel J.

NOW, THEREFORE, for good and valuable consideration, the Seller and Purchaser agree as follows:

1. Purchaser does hereby grant on to Seller, her heirs, successors and assigns, a 35 foot non-exclusive access easement, over and across said Parcel J along the westerly boundary thereof (adjacent to Chicago, Central and Pacific Railroad) so as to provide access to real estate owned by the Seller adjacent to and south of said Parcel J. Purchaser will continue to have unfettered access to the railroad line and Seller, her heirs, successors and assigns shall take no action that would in any way inhibit the access by Purchaser to said railroad line.

2. Parties agree that neither party, their agents, employees and anyone using said access easement on their behalf shall park any vehicles on or in any way block the easement area.

3. Purchaser shall have no obligation to maintain the easement area and Seller, her heirs, successors and assigns are allowed to provide such maintenance to the easement access area so that it shall be passable for vehicular and pedestrian traffic.

4. In addition, Purchaser for and on behalf of itself, its successors and assigns agrees to maintain existing tile outlets and waterways so as not to disrupt the flow of water running from Seller's adjacent property onto said Parcel J.

5. This agreement and the provisions herein shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PURCHASER:

RIVER VALLEY COOPERATIVE

BY: _____
THOMAS LEITING
MANAGING MEMBER

SELLER:

_____
DOROTHY M. LYNESS

STATE OF IOWA, COUNTY OF SCOTT, ss:

On this 6th day of November, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS LEITING, to me personally known, who being by me duly sworn, did say that he is the Managing Member of River Valley Cooperative, and that said instrument was signed on behalf of said corporation as the voluntary act and deed of said corporation.

_____
Notary Public in and for the
State of Iowa

SARAH MEYER
Commission Number 161010
My Commission Expires
6-27-15

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 15 day of November, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DOROTHY M. LYNESS, to me known to be the identical person 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

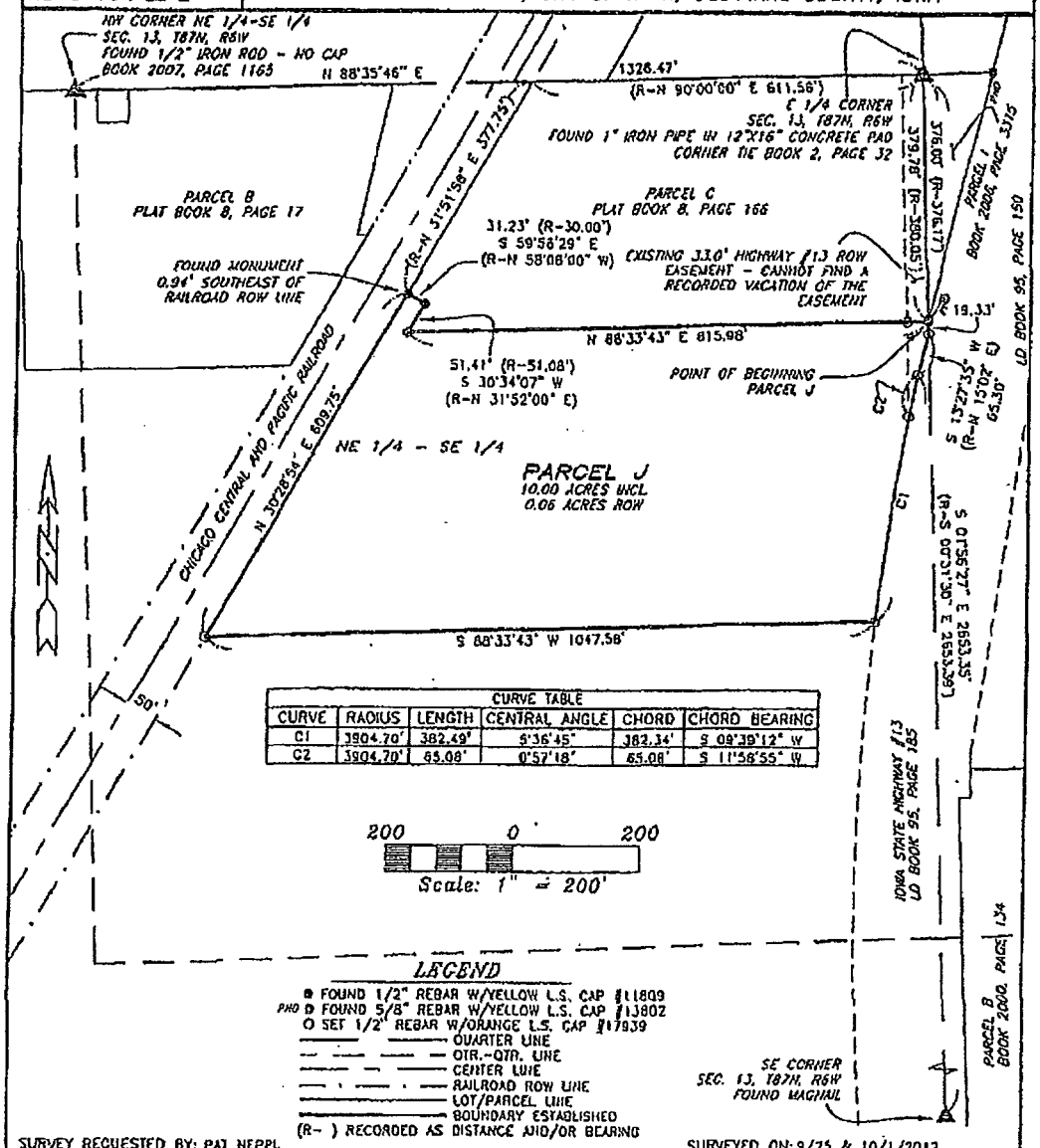
THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2013

PREPARED BY/RETURN TO: RANDALL L. RATTENBORG; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

PLAT OF SURVEY

PARCEL J

PART OF THE NE 1/4 - SE 1/4, SEC. 13, T87N, R6W
OF THE FIFTH P.M., CITY OF RYAN, DELAWARE COUNTY, IOWA



CURVE TABLE

CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD	CHORD BEARING
C1	3904.70'	382.49'	5°36'45"	382.34'	S 09°39'12" W
C2	3904.70'	65.08'	0°57'18"	65.08'	S 11°56'55" W

LEGEND

- ● FOUND 1/2" REBAR W/YELLOW L.S. CAP #11809
- PKD ⊡ FOUND 5/8" REBAR W/YELLOW L.S. CAP #13802
- O SET 1/2" REBAR W/ORANGE L.S. CAP #17939
- QUARTER LINE
- OTR.-QTR. LINE
- CENTER LINE
- RAILROAD ROW LINE
- LOT/PARCEL LINE
- BOUNDARY ESTABLISHED
- (R-) RECORDED AS DISTANCE AND/OR BEARING

SURVEY REQUESTED BY: PAT NEPPL

SURVEYED ON: 9/25 & 10/1/2012

PROPRIETORS: DOROTHY M. LYNESS

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RANDALL L. RATTENBORG L.S. LIC. #17939 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2013

DRAFT

PAGES OR SHEETS COVERED BY THIS SEAL: 1-2

GIBBS ENGINEERING & SURVEYING
105 WEST MAIN STREET
MANCHESTER, IA 52057

PROJECT NO. 12-62
SCALE: 1"=200'
DATE: 10/1/2012
DRAWN BY: RLR
CHECKED BY: JDG
GPS: 55
REVISED
SHEET 1 OF 2