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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Attorney Luke D. Guthrie, Roberts, Stevens, Prendergast & Guthrie, PLLC, 321 E. 4th Street, P.O. Box 956, Waterloo, IA 50704-0956 (319) 234-4600

RIGHT-OF-WAY-EASEMENT

THIS AGREEMENT is between the City of Earlville, Iowa ("City") and Lyle Helle, d/b/a Helle Transport, Inc. and Randy Schilt, d/b/a Randy Schilt, Inc., and Randy Schilt and Lyle Helle, d/b/a RA-LY Transport, LLC, hereinafter ("Transport") as follows:

1. The City owns:

   Parcel M, which is part of Lot 2, Part of Lot 6, Part of Lot 7, Part of Lot 8 in Block 15 of Pitkins Addition to the Town of Earlville, Delaware County, Iowa and part of the SE ¼ of the NE ¼ of Section 35, T89N, R4W of the 5th P.M., as recorded in Book 2004, Page 1234.

   The southern portion of this property has been paved in asphalt.

2. The City hereby grants to Transport, their heirs, successors, and/or assigns the right of ingress and egress over the southerly one-half of the portion of the property that is paved in asphalt.

3. The City agrees to maintain and repair the asphalt paving. Helle and Ra-Ly agree to pay the City one-half of all of the repair and maintenance costs of the property.

4. This Agreement shall be recorded with the Delaware County Recorder and shall be perpetual in nature, except that either party may terminate this agreement by giving the other party written notice of at least 90 days prior to such termination.

5. In the event legal proceedings are commenced regarding the enforcement of this agreement, the prevailing party in any such action shall recover, in addition to any relief granted herein, reasonable attorney's fees for the other party.

6. This agreement sets forth the entire agreement and understanding of the parties with respect to matters contained herein and supersedes all prior agreements written or oral, regarding such matters, and the provisions herein may not be changed or modified except by an instrument in writing signed by the parties hereto.

Dated this 13 day of MARCH, 2013.

HELLE TRANSPORT, INC, RA-LAY TRUCKING

By: Lyle Helle
Lyle Helle, Helle Transport, Inc.

By: Randy Schilt
Randy Schilt, d/b/a Randy Schilt, Inc.

By: Randy Schilt Ra-Ly Transport Lyle Helle
RA-LY Transport, LLC, Randy Schilt and Lyle Helle

CITY OF EARLVILLE

By: Dan Wheeler
Dan Wheeler, Mayor

ATTEST: Linda Gaul
Linda Gaul, City Clerk