Book 2015 Page 3485
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SNJ
Prepared by and return to: Brian J. Kane, 2100 Asbury Road, Suite 2, Dubuque, IA 52001 (563) 582-7980

AFFIDAVIT

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

The undersigned, being duly sworn on oath, hereby deposes and states of his own personal knowledge as follows:

The attached Easement Agreement was made and entered into on December 21, 2015 by and between Dyersville Ready Mix, Inc., d/b/a BARD Concrete and the Robert W. McDowell Trust.

Further affiant sayeth not.

Brian J. Kane

Subscribed and sworn to before me on December 23rd, 2015, by Brian J. Kane.

NOTARIAL SEAL IOWA
ANGELA DEMMER
Commission Number 732857
MY COMMISSION EXPIRES
2/18/17

Notary Public, State of Iowa

Prepared by: Brian J. Kane, Kane, Norby & Reddick, P.C., 2100 Asbury Road, Suite 2, Dubuque, IA 52001

EASEMENT AGREEMENT

WHEREAS, Dyersville Ready Mix, Inc., d/b/a BARD Concrete ("BARD") is the owner of certain real estate situated in the City of Manchester, Delaware County, Iowa, located in Parcel H in the Northeast Quarter of the Northwest Quarter of Section 6, Township 88 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa (the "BARD Real Estate"); and

WHEREAS, the Robert W. McDowell Revocable Trust ("McDowell") is the owner of certain real estate situated in ~~the City of Manchester,~~ Delaware County, Iowa, located in Parcel I in the Northeast Quarter of the Northwest Quarter of Section 6, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa (the "McDowell Real Estate"); and

BS 12/21/15
RM 12-21-15

WHEREAS, BARD is desirous of obtaining an easement for ingress and egress over the McDowell Real Estate; and

WHEREAS, McDowell is desirous of obtaining an easement for ingress and egress, and a use easement over the BARD Real Estate; and

WHEREAS, the parties have caused the easement plat attached hereto as Exhibit A and by this reference made a part hereof to be created, which exhibit shows the location of each party's easement over the other's real estate; and

WHEREAS, the parties desire to reduce their agreement regarding the easements over the BARD Real Estate and McDowell Real Estate to writing.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. BARD shall have a non-exclusive, perpetual easement for ingress and egress over the McDowell Real Estate, as more particularly shown as "Easement 1" on Exhibit A attached hereto.

2. McDowell shall have a non-exclusive, perpetual easement for ingress and egress over the BARD Real Estate, as more particularly shown as "Easement 2" on Exhibit A attached hereto.

3. McDowell shall have a non-exclusive, perpetual use easement on the BARD Real Estate, as more particularly shown as "Easement 3" on Exhibit A attached hereto.

4. McDowell agrees that any permanent vertical structures placed on Easement 3 shall not exceed five (5) feet in height.

5. The easements described herein, as shown on Exhibit A, shall run with the land and shall be binding upon the parties' respective successors in interest and assigns.

6. The parties mutually agree that neither shall obstruct the other's access to, over or across the easements granted herein.

7. The parties mutually agree to indemnify and hold harmless one another for any liability arising out of their respective uses of the easements across the BARD Real Estate and the McDowell Real Estate.

8. Each party shall be responsible for his or her own costs associated with improvements placed on the easement, including maintenance, snow removal and ice removal.

9. In the event BARD disturbs the McDowell Real Estate in an area outside of Easement 1 as shown on the Exhibit A, BARD shall, at its sole expense, return the McDowell Real Estate to its previous condition, ordinary and reasonable wear and tear excepted.

10. In the event McDowell disturbs the BARD Real Estate in an area outside of Easement 2 or Easement 3 as shown on the Exhibit A, McDowell shall, at its sole expense, return the BARD Real Estate to its previous condition, ordinary and reasonable wear and tear excepted.

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

Dated this 21st day of December, 2015.

DYERSVILLE READY MIX, INC., d/b/a BARD Concrete

By: _____
Ben Schroeder, Its Authorized Representative

ROBERT W. McDOWELL REVOCABLE TRUST

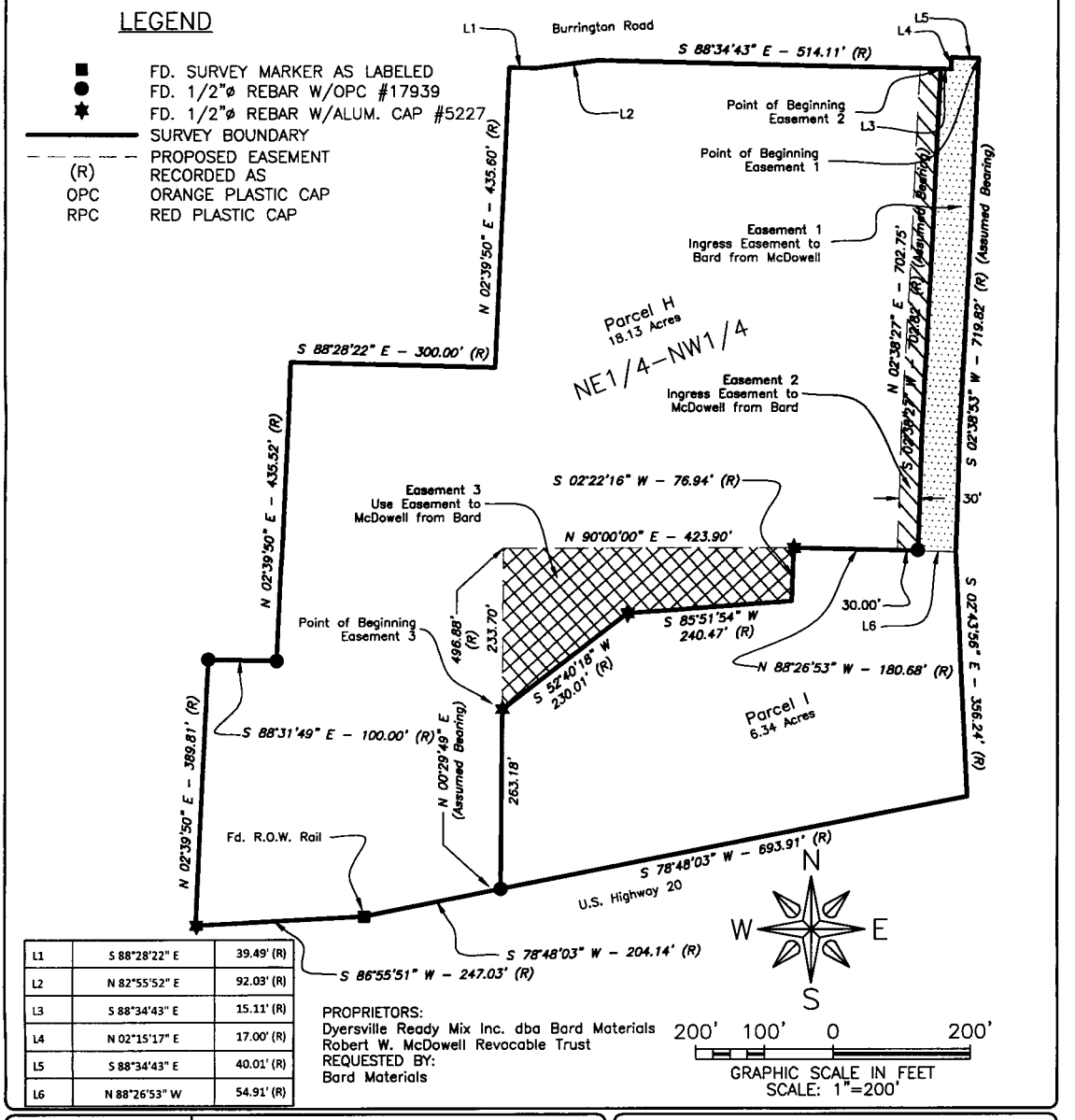
By: _____
R.W. McDowell , Trustee

EXHIBIT "A"

Prepared by/Return to: FEHR GRAHAM, 1919 210th Street, Manchester IA 52057 – Ph: (563)927-2060

Easement Plat

Ingress/Egress Easements 1 and 2 and Use Easement 3, all in the NE1/4-NW1/4 of Section 6-T88N-R5W City of Manchester, Delaware County, Iowa



L1	S 88°28'22" E	39.49' (R)
L2	N 82°55'52" E	92.03' (R)
L3	S 88°34'43" E	15.11' (R)
L4	N 02°15'17" E	17.00' (R)
L5	S 88°34'43" E	40.01' (R)
L6	N 88°26'53" W	54.91' (R)

PROPRIETORS:
Dyersville Ready Mix Inc. dba Bard Materials
Robert W. McDowell Revocable Trust
REQUESTED BY:
Bard Materials

PROF. ENGINEER & LAND SURVEYOR
LYLE G. TeKIPPE 7060
IOWA

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.

Lyle G. TeKippe, P.E. & P.L.S. Date
License Number: 7060
My license renewal date is December 31, 2016.
Sheets covered by this seal: Sheet 1

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
2015 FEHR GRAHAM

ILLINOIS
IOWA
WISCONSIN

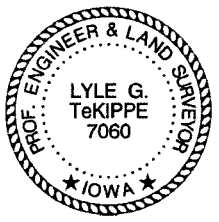
T:\C3D\15\15-869\15-869 Easements.dwg

EASEMENT PLAT WAS COMPLETED ON: December 2, 2015

JOB NUMBER: 15-869

SHEET NUMBER: 1 of 1

Prepared by: FEHR GRAHAM, 1919 – 210th Street, P.O. Box 357, Manchester, Iowa 52057, Ph. (563)927-2060



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.

Lyle G. TeKippe, P.E. & P.L.S. Date
License Number 7060
My license renewal date is December 31, 2016.
Pages covered by this seal: ED-1 through ED-2

State of Iowa)
ss.
County of Fayette)

Subscribed and sworn to before me by Lyle G. TeKippe this _____ day of _____, 2015.

Notary Public

SURVEY AND PLAT OF:

Easement Descriptions:

Ingress/Egress Easement 1

A strip of land for Ingress/Egress Easement purposes being located in Parcel I in the Northeast Quarter of the Northwest Quarter of Section 6, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, and more particularly described as follows:

Beginning at the Northeast Corner of Parcel I in said Section;

Thence **South 02°38'53" West (Assumed Bearing), 719.82 feet** along the East Line of said Parcel;

Thence **North 88°26'53" West, 54.91 feet** to the Southeast Line of Parcel H;

Thence **North 02°38'27" East, 702.82 feet** along East Line of said Parcel H to the Northeast Corner of said parcel;

Thence **South 88°34'43" East, 15.11 feet** to the Northwest Corner of Parcel I;

Thence **North 02°15'17" East, 17.00 feet** to Right-of-Way Line of Burrington Road;

Thence **South 88°34'43" East, 40.01 feet** along said Right-of-Way Line to the Point of Beginning;

Containing **0.902 Acre**, subject to other easements of record. (See plat attached to this original survey description.)

Ingress/Egress Easement 2

A strip of land for Ingress/Egress Easement purposes being located in Parcel H in the Northeast Quarter of the Northwest Quarter of Section 6, Township 88 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa, and more particularly described as follows:

Beginning at the Northeast Corner of Parcel H in said Section;

Thence **South 02°38'27" West (Assumed Bearing), 702.82 feet** along the East Line of said Parcel;

Thence **North 88°26'53" West, 30.00 feet;**

Thence **North 02°38'27" East, 702.75 feet** to the North Line of said Parcel;

Thence **South 88°34'43" East, 30.00 feet** along said North Line to the Point of Beginning;

Containing **0.484 Acre**, subject to other easements of record. (See plat attached to this original survey description.)

Use Easement 3

A Parcel of land for Use Easement purposes being located in Parcel H in the Northeast Quarter of the Northwest Quarter of Section 6, Township 88 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa, and more particularly described as follows:

Commencing at the Southeast Corner of Parcel H;

Thence **North 00°29'49" East (Assumed Bearing), 263.18 feet** to the Northwest Corner of Parcel I and to the Point of Beginning;

Thence continuing **North 00°29'49" East, 233.70 feet;**

Thence **North 90°00'00" East, 423.90 feet** to a Northwest Corner of Parcel I;

Thence **South 02°22'16" West, 76.94 feet** along the West Line of said Parcel;

Thence **South 85°51'54" West, 240.47 feet** along the North Line of said Parcel;

Thence **South 52°40'18" West, 230.01 feet** to the West Line of said Parcel and to the Point of Beginning;

Containing **1.157 Acres**, subject to other easements of record. (See plat attached to this original survey description.)

Reference is hereby made to a Survey and Plat made by Gibbs Engineering & Surveying, recorded in Book 2008, Page 1893 on file in the Delaware County Recorder's Office, Manchester, Iowa.