Book 2020 Page 2082

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by/Return to:
Todd J. Locher, Locher & Davis PLC, 202 2nd Avenue NW, Box 7, Farley, IA 52046 (563) 744-3359

ASSIGNMENT OF EASEMENT

Randy White and Shirley White, husband and wife, hereby assign unto Laura A. Kirsch and Justin J. Kirsch, wife and husband, all of their right, title and interest in an 11' easement for ingress and egress as described in the Real Estate Contract dated March 1, 1999 and recorded March 3, 1999 in Book 1999, Page 722 of the records of Delaware County, Iowa, and in a "Corrected" Warranty Deed – Joint Tenancy dated March 20, 1999 and recorded September 1, 1999 in Book 1999, Page 3079 of the records of Delaware County, Iowa. Said easement is limited for the sole use as a driveway for the Kirsch residence, located at 3354 197th Street, Dyersville, Delaware County, Iowa, 52040, and the Kirsch residence is the only residence that is permitted to use the driveway easement. Further, this assignment is subject to the Settlement Agreement entered into between Randy White and Shirley White and Duane Thole and Mary Thole dated December 6, 2019 ~~2018~~, attached as Exhibit 1.

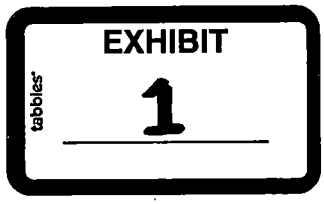
Randy White

Shirley White

Subscribed and sworn to before me on this 6th day of December, 2019 by Randy White and Shirley White, husband and wife.

Notary Public, State of Iowa

KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/20 21



SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Settlement Agreement") is entered into by and between Randy White and Shirley White (hereinafter "the Whites") and Duane and Mary Thole (hereinafter "the Tholes") and collectively referred to as "the Parties."

I. Recitals

A. The Whites are plaintiffs in a pending lawsuit in the in the Iowa District Court for Delaware County against the Tholes (Case No. 01281 LACV008388) and shall be referred to hereinafter as "the Lawsuit." The Tholes further claim the Whites damaged an electrical line owned by the Tholes.

B. The Parties wish to avoid further litigation and expense, and wish to settle fully and finally, differences among them and compromise any and all claims and issues that have been raised or could have been raised by any party in the Lawsuit, and further wish to settle and resolve the issue concerning the electrical line referenced in paragraph A. above.

C. It is the intent of the Parties to fully and finally settle and withdraw any and all claims, counterclaims, charges, civil actions, and grievances of any kind whatsoever that they may have against one another relating to the Lawsuit and any other cause that may have arisen between the parties, including but not limited to the subject matter of the Lawsuit.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Settlement Agreement.

2. **Consideration.**

   a. The Whites shall assign all of their right, title and interest in the 11' driveway easement contained in the "Corrected" Warranty Deed - Joint Tenancy dated March 20, 1999 and recorded March 26, 1999 in Book 1999, Page 1037 of the records of Delaware County, Iowa to Laura A. Kirsch and Justin J. Kirsch to be used as a driveway for the residence located at 3354 197th Street, Dyersville, Delaware County, Iowa 52040. The assignment is attached as Exhibit A.

   b. The Tholes agree to the form of the assignment attached as Exhibit A and consent to the Whites signing and filing said assignment in the records of Delaware County, Iowa and agree that said assignment is an effective conveyance of the 11' driveway easement from the Whites to Laura A. Kirsch and Justin J. Kirsch.

   c. The parties agree that the 11' driveway easement may be used by the Kirsches, and their heirs, successors and assigns, to provide ingress and egress to the Kirsches residential dwelling by the Kirsches, their family, friends, invitees, delivery drivers and for any services required by the Kirsches in connection with maintenance of their household, ownership and maintenance of their dwelling and the grounds surrounding their

dwelling and any appurtenant structures contained on the Kirsches' real estate and for any other purpose for which residential driveways are commonly used to serve one single family residence.

d. The Whites agree that they may use the 11' driveway easement to visit the Kirsch property and not as an ingress/egress entrance to the White's property.

e. The Whites abandon any other claim they may have to use the Thole property, whether acquired by prescriptive easement, adverse possession, or otherwise.

f. The Whites agree that the 11' driveway easement, as described in the Real Estate Contract dated March 1, 1999, and recorded March 3, 1999, in Book 1999, Page 722 of the records of Delaware County, Iowa, and the Warranty Deed, referenced above, contains the only rights White have over the Thole's property and they further agree that said easement is 11' in width and connects to the existing farm lane easement as recorded in Book 2, Page 248 that runs from the existing Thole farm to and through existing Easement C as recorded in Book 2013, Page 1037 now called Stone Briar Lane in Dyersville, Iowa, and does not provide for the construction or erection of telephone, electrical, cable, or any other utility lines over the easement and/or Thole property. Upon assigning their rights to the Kirsches, the Whites agree that they are forfeiting all rights and/or claims to access any part of the Tholes' property except for ingress and egress for visiting the Kirsch residence.

g. The parties further agree that the location of the 11' driveway easement is as shown as DRIVEWAY EASEMENT A on the attached Retracement Plat of Survey attached hereto as Exhibit B. The parties acknowledge by their signature below that no obstructions in DRIVEWAY EASEMENT A currently exist and that the parties further agree that no one will place obstructions in the DRIVEWAY EASEMENT A that will interfere with the use of the DRIVEWAY EASEMENT A. The Kirsches shall have an immediate right to begin using the DRIVEWAY EASEMENT A shown in Exhibit B once this Agreement is signed by all parties and the Assignment is signed and recorded.

h. The parties agree that the survey attached as Exhibit B locates the legal boundary between the SW ¼ of the SE ¼ of Section 24, Township 89 North, Range 3 West of the 5th P.M. and the SE ¼ of the SE ¼ of Section 24, Township 89 North, Range 3 West of the 5th P.M. The Whites and the Tholes agree that the true boundary between the properties is as shown on the survey without regard to the actual location of the fence or other improvements. The Tholes surrender, abandon and forego any claim they may have against the Whites to acquire any real estate owned by the Whites by adverse possession, acquiesce and/or any other legal theory. The Whites surrender, abandon and forego any claim they may have against the Tholes to acquire any real estate owned by the Tholes by adverse possession, acquiesce and/or any other legal theory.

i. The Tholes, at their sole discretion, will maintain and/or improve the existing farm lane easement as recorded in Book 2, Page 248 now contained in DRIVEWAY EASEMENT A in Exhibit B. No other individual has the right to force the Tholes to take any action with respect to the farm lane. No other individual has the right to maintain and/or improve the Tholes' existing farm lane. However, the farm lane will be maintained by the Tholes (and their heirs, successors and assigns) in a way that will permit the use of the lane by the Kirsches or their successors and assigns to operate a passenger car over and across.

j. The Tholes agree that the DRIVEWAY EASEMENT A shown in Exhibit B provides the Kirsches and their successors, heirs and assigns access to Driveway Easement C in Book 2013, page 1037 of the records of Delaware County, Iowa. The Tholes agree not to obstruct DRIVEWAY EASEMENT A shown on Exhibit B or Easement C as shown in the Plat recorded in Book 2013, Page 730 of the records of Delaware County, Iowa or any portion of Stone Briar Lane still owned by the Tholes (specifically Parcel Z as shown in the Plat of Survey filed in Book 2013, Page 729 of the records of Delaware County, Iowa) by any fence, gate or cattle crossing.

k. Justin and Laura Kirsch, or their successors, heirs and assigns, shall be permitted to assign the 11' driveway easement contained in the "Corrected" Warranty Deed - Joint Tenancy dated March 20, 1999 and recorded March 26, 1999 in Book 1999, Page 1037 of the records of Delaware County, Iowa (which is shown as DRIVEWAY EASEMENT A in Exhibit B attached hereto) one time and one time only in the event that the Whites or their successors, heirs and assigns choose to build a residential dwelling on the White property. Such assignment shall be solely for the purpose of serving as the driveway for one residential dwelling (and may be used as a driveway during the period of time when the dwelling is under construction). In the event that the Kirsches, and/or their successors, heirs and assigns, assigns DRIVEWAY EASEMENT A, all of the Kirsches' right, title and interest in said driveway easement shall terminate upon assignment. In the event that the Kirsches, and/or their successors, heirs and assigns further assign DRIVEWAY EASEMENT A, the Kirsches may use DRIVEWAY EASEMENT A only to visit the dwelling receiving DRIVEWAY EASEMENT A and the Kirsches shall be prohibited from using said DRIVEWAY EASEMENT A as an ingress/egress entrance to the Kirsches' property. DRIVEWAY EASEMENT A may only serve one dwelling located on the SW ¼ of the SE ¼ of Section 24, Township 89 North, Range 3 West of the 5th P.M.

l. The Kirsches shall not change the elevation DRIVEWAY EASEMENT A shown on Exhibit B such that it will interfere with the waterline running under the easement. In addition, the Kirsches have express permission to remove the foundation identified on Exhibit B as "Building Foundation Without Building" and PCC Driveway attached thereto at Kirsches expense. The Kirsches shall have the right to improve the portion of the DRIVEWAY EASEMENT A that runs in the east/west direction by

conducting grading and placement of rock and gravel and to protect the Thole water line running underneath the east/west portion of DRIVEWAY EASEMENT A at the Kirsches' expense. After the construction of the improvements to the DRIVEWAY EASEMENT A, the Kirsches and their successors, heirs and assigns shall have the right to maintain the east/west portion of DRIVEWAY EASEMENT A such that it is suitable for use as a driveway at the Kirsches' sole expense. In the event that the Tholes must repair or replace the waterline, the Tholes shall restore the DRIVEWAY EASEMENT A at the Tholes' sole expense, unless the need for the repair is due to Kirsches' conduct or conduct performed on their behalf.

m. The parties agree that the Addendum to the "Corrected" Warranty Deed - Joint Tenancy dated March 20, 1999 and recorded March 26, 1999 in Book 1999, Page 1037 of the records of Delaware County, Iowa is hereby amended as follows – the last paragraph shall be deleted in its entirety and replaced with the following:

> That a written agreement as to who is to use the Easement must be entered into with the above stated buyer and any other owners of another home on the above described property. That the buyer, his heirs or assigns, shall maintain the maintenance of the 11' easement for ingress and egress.

n. The Tholes agree to backfill the trench blocking ingress and egress through Driveway Easement A by 3:30 P.M. Saturday, November 16.

3. **Mutual Release.** In exchange for the consideration set forth in paragraph 2 above, Randy White and Shirley White, for themselves and their representatives, attorneys, insurers, agents, successors, administrators and assigns shall irrevocably and unconditionally release and forever discharge Duane Thole and Mary Thole, individually and collectively from any and all actions or claims of any nature whatsoever related to matters set forth in Section I. above, in law or in equity, which the Whites ever had, now have or its agents or successors may have against the Tholes arising from the subject matter set forth in Section I. above.

Further, in exchange for the consideration set forth in paragraph 2 above, Duane Thole and Mary Thole, for themselves and their representatives, attorneys, insurers, agents, successors, administrators and assigns shall irrevocably and unconditionally release and forever discharge Randy White and Shirley White, individually and collectively from any and all actions or claims of any nature whatsoever related to matters set forth in Section I. above, in law or in equity, which the Tholes ever had, now have or its agents or successors may have against the Whites arising from the subject matter set forth in Section I. above.

The Parties also covenant not to sue any party or the representatives of any party to this Settlement Agreement or named in the Settlement Agreement relating to any of the claims released by this Settlement Agreement.

4. **Dismissals and Satisfaction.** In consideration of the promises and agreements set forth in this Settlement Agreement, and within ten (10) days following the recording of the Survey referenced in paragraph 2 above, the Whites shall file a dismissal of its claims against

the Tholes with prejudice. Within ten (10) days following the recording of the Survey referenced in paragraph 2 above, the Tholes shall file a dismissal of its counterclaims with prejudice.

5. **Admission of Wrongdoing.** Nothing contained herein constitutes an admission of wrongdoing by any Party hereto.

6. **Execution of Documents.** The Parties agree to execute any and all documents necessary to effectuate the intent and spirit of this Settlement Agreement now or in the future.

7. **Interpretation.** The language of all parts of this Settlement Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Settlement Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

8. **Severability.** Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

9. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto with regard to the Lawsuit and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

10. **Counterparts.** This Settlement Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

11. **Careful Review and Understanding.** All Parties represent and certify they have carefully read and fully understand all of the provisions and effects of this Settlement Agreement, that they have thoroughly discussed all aspects of this Settlement Agreement with their respective attorney, that they are voluntarily entering into this Settlement Agreement, and that neither the opposing party nor any agents, representatives, or attorneys made any representations concerning the terms or effects of this Settlement Agreement other than those contained herein.

12. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Settlement Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Settlement Agreement.

13. **Attorney's Fees.** If any dispute arises over this Settlement Agreement, including litigation, the prevailing party shall be entitled to recover the reasonable and necessary attorney's fees and expenses incurred in enforcing this Settlement Agreement.

14. **No Assignment.** The Parties warrant and represent that they have not made any assignment or transfer of any contract, right, claim, demand, cause of action, or other matter covered by the releases set forth herein.

15. **Right to Enforce This Agreement.** Notwithstanding any provision set forth in this Settlement Agreement, the Parties to this Settlement Agreement retain the right to enforce this Settlement Agreement.

16. **Drafting.** This Settlement Agreement was negotiated at arm's-length, mutually drafted, and entered into freely by the Parties with the advice of counsel. In the event an ambiguity exists in any provision of this Settlement Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

17. **Captions.** The captions or headings of the sections in this Settlement Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Settlement Agreement.

18. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Settlement Agreement and that the releases above in this Settlement Agreement are executed without reliance on any statements or any representations not contained herein. Each of the Parties knowingly waives:

a. Any claim that this Settlement Agreement was induced by any misrepresentation or nondisclosure, and

b. Any right to rescind or void this Settlement Agreement based upon presently existing facts, known or unknown.

19. **Survival.** The provisions of this Settlement Agreement, including without limitation to, the representations, warranties, covenants and releases made herein shall survive the execution of this Settlement Agreement and the performances by the Parties of their respective obligations under this Settlement Agreement.

20. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

21. **Modifications.** No part or provision of this Settlement Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Settlement Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Settlement Agreement.

22. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release effective on the last date set forth below.

Randy White

Date of Signature: 11-26-19

Shirley White

Date of Signature: 11

Duane Thole

Date of Signature: 11/22/19

Mary Thole

Date of Signature: 11/22/19

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release effective on the last date set forth below.

Randy White

Date of Signature: _____

Shirley White

Date of Signature: 11/25/19

Duane Thole

Date of Signature: 11/27/19

Mary Thole

Date of Signature: 11/27/19

EXHIBIT
A

Prepared by/Return to:
Todd J. Locher, Locher & Davis PLC, 202 2nd Avenue NW, Box 7, Farley, IA 52046 (563) 744-3359

ASSIGNMENT OF EASEMENT

Randy White and Shirley White, husband and wife, hereby assign unto Laura A. Kirsch and Justin J. Kirsch, wife and husband, all of their right, title and interest in an 11' easement for ingress and egress as described in the Real Estate Contract dated March 1, 1999 and recorded March 3, 1999 in Book 1999, Page 722 of the records of Delaware County, Iowa, and in a "Corrected" Warranty Deed – Joint Tenancy dated March 20, 1999 and recorded September 1, 1999 in Book 1999, Page 3079 of the records of Delaware County, Iowa. Said easement is limited for the sole use as a driveway for the Kirsch residence, located at 3354 197th Street, Dyersville, Delaware County, Iowa, 52040, and the Kirsch residence is the only residence that is permitted to use the driveway easement. Further, this assignment is subject to the Settlement Agreement entered into between Randy White and Shirley White and Duane Thole and Mary Thole dated December 6, 2019 ~~x2019x~~ attached as Exhibit 1.

Randy White

Shirley White

Subscribed and sworn to before me on this 6th day of December, 2019 by Randy White and Shirley White, husband and wife.

Notary Public, State of Iowa

NOTARIAL SEAL IOWA
KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/20 21

RECORDER'S INDEX
COUNTY: DELAWARE
SECTION: 24–89–3
QUARTER SECTION: SE1/4–SE1/4
CITY: N/A
SUBDIVISION: N/A
BLOCK: N/A
LOT(S): N/A
PROPRIETORS: DUANE & MARY B. THOLE
REQUESTED BY: DUANE THOLE

EXHIBIT
B

Recorded: 11/22/2019 at 9:15:02.0 AM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.22
Combined Fee: $15.22
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 3305

For Recorder's Use Only

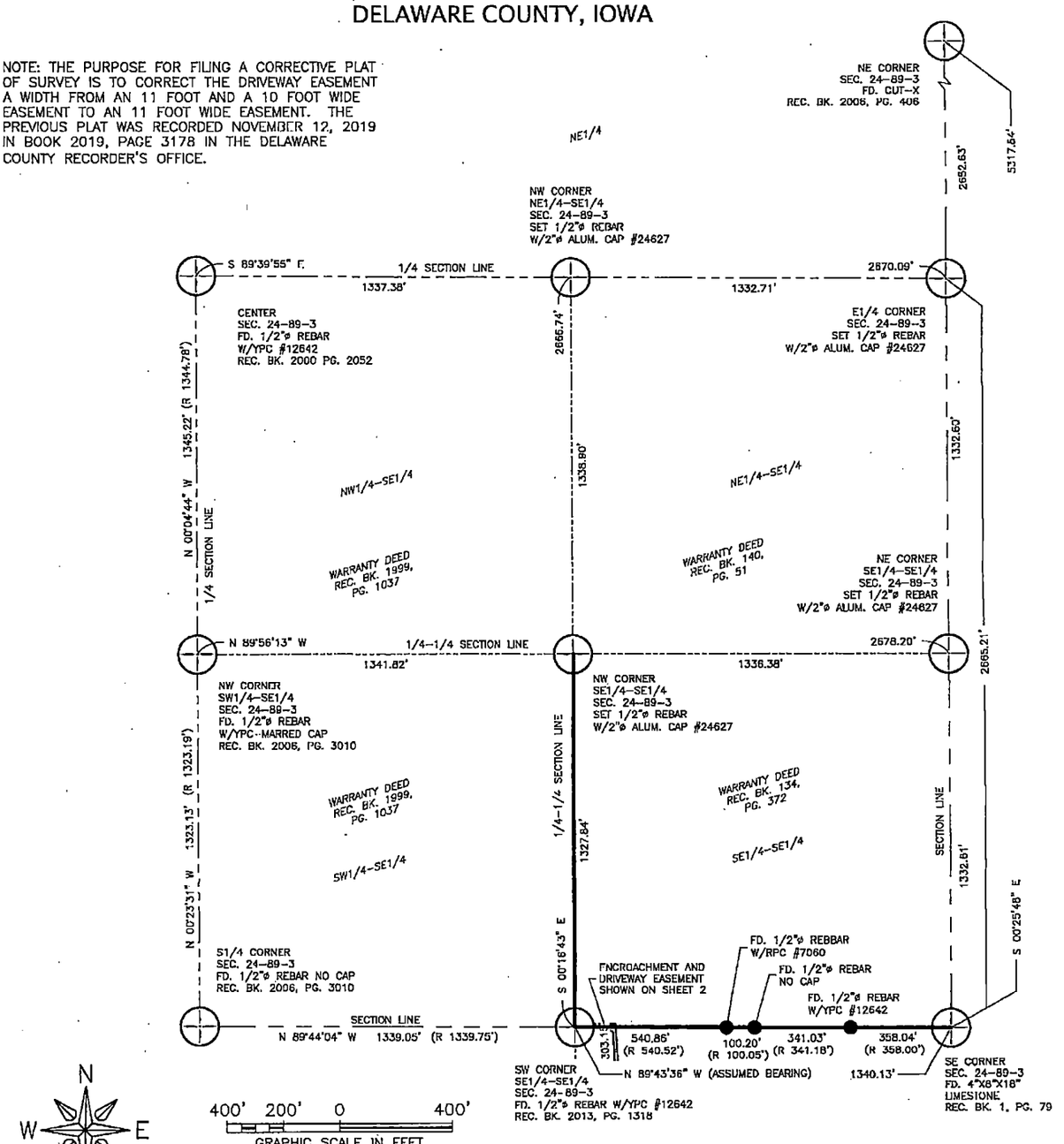
Prepared by/Return to: FEHR GRAHAM, 1919 210th Street, Manchester, IA 52057 – Ph: (563)927–2060

CORRECTIVE PLAT OF SURVEY

THE WEST AND SOUTH LINE OF THE SE1/4 OF THE SE1/4 OF SECTION 24–T89N–R3W AND CORRECTED DRIVEWAY EASEMENT A IN THE SE1/4–SE1/4 OF SECTION 24–T89N–R3W AND IN PARCEL X IN THE NE1/4–NE1/4 OF SECTION 25–T89N–R3W

DELAWARE COUNTY, IOWA

NOTE: THE PURPOSE FOR FILING A CORRECTIVE PLAT OF SURVEY IS TO CORRECT THE DRIVEWAY EASEMENT A WIDTH FROM AN 11 FOOT AND A 10 FOOT WIDE EASEMENT TO AN 11 FOOT WIDE EASEMENT. THE PREVIOUS PLAT WAS RECORDED NOVEMBER 12, 2019 IN BOOK 2019, PAGE 3178 IN THE DELAWARE COUNTY RECORDER'S OFFICE.



SEE SHEET 2 FOR LEGEND AND ENCROACHMENT.

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
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.

Adam J. Recker 11-22-19

Adam J. Recker, P.L.S.
License Number: 24627
My license renewal date is December 31, 2019.
Sheets covered by this seal: SHEETS 1 & 2.

Date

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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ILLINOIS
IOWA
WISCONSIN

C:\C3D\18\18-068\18-068 Legal.dwg

FLD BK: DEL. CO. BREMEN TWP. 1
PG: 8–10

SURVEY WAS COMPLETED ON:
NOVEMBER 20, 2019

JOB NUMBER:
18–068

SHEET NUMBER:
1 of 2

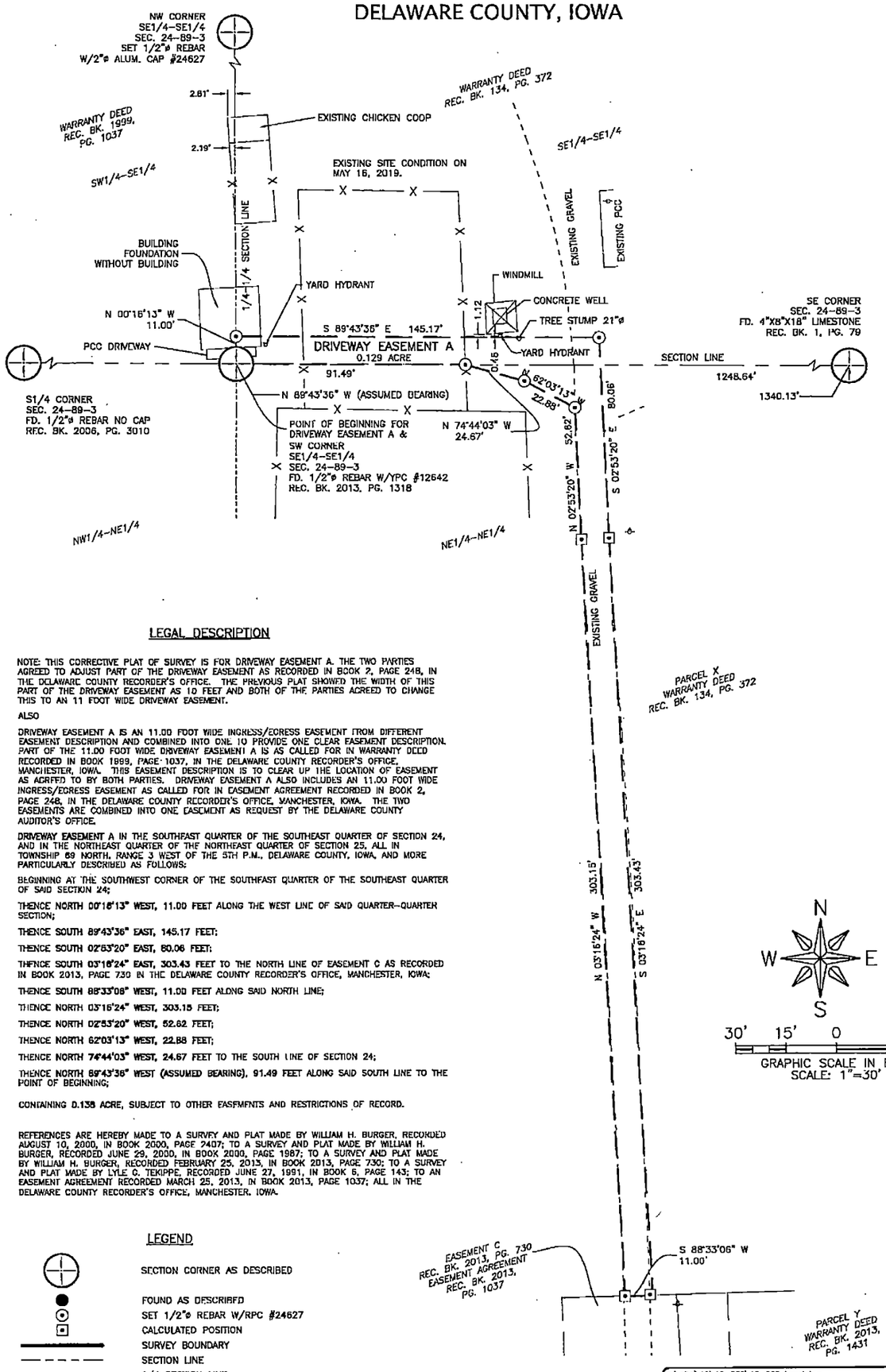
PLOT DATE: 11/21/19

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

CORRECTIVE PLAT OF SURVEY

THE WEST AND SOUTH LINE OF THE SE1/4 OF THE SE1/4 OF SECTION 24-T89N-R3W AND CORRECTED DRIVEWAY EASEMENT A IN THE SE1/4-SE1/4 OF SECTION 24-T89N-R3W AND IN PARCEL X IN THE NE1/4-NE1/4 OF SECTION 25-T89N-R3W

DELAWARE COUNTY, IOWA



LEGAL DESCRIPTION

NOTE: THIS CORRECTIVE PLAT OF SURVEY IS FOR DRIVEWAY EASEMENT A. THE TWO PARTIES AGREED TO ADJUST PART OF THE DRIVEWAY EASEMENT AS RECORDED IN BOOK 2, PAGE 248, IN THE DELAWARE COUNTY RECORDER'S OFFICE. THE PREVIOUS PLAT SHOWED THE WIDTH OF THIS PART OF THE DRIVEWAY EASEMENT AS 10 FEET AND BOTH OF THE PARTIES AGREED TO CHANGE THIS TO AN 11 FOOT WIDE DRIVEWAY EASEMENT.

ALSO

DRIVEWAY EASEMENT A IS AN 11.00 FOOT WIDE INGRESS/EGRESS EASEMENT FROM DIFFERENT EASEMENT DESCRIPTION AND COMBINED INTO ONE TO PROVIDE ONE CLEAR EASEMENT DESCRIPTION. PART OF THE 11.00 FOOT WIDE DRIVEWAY EASEMENT A IS AS CALLED FOR IN WARRANTY DEED RECORDED IN BOOK 1999, PAGE 1037, IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA. THIS EASEMENT DESCRIPTION IS TO CLEAR UP THE LOCATION OF EASEMENT AS AGREED TO BY BOTH PARTIES. DRIVEWAY EASEMENT A ALSO INCLUDES AN 11.00 FOOT WIDE INGRESS/EGRESS EASEMENT AS CALLED FOR IN EASEMENT AGREEMENT RECORDED IN BOOK 2, PAGE 248, IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA. THE TWO EASEMENTS ARE COMBINED INTO ONE EASEMENT AS REQUEST BY THE DELAWARE COUNTY AUDITOR'S OFFICE.

DRIVEWAY EASEMENT A IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, AND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE NORTH 00°16'13" WEST, 11.00 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION;

THENCE SOUTH 89°43'36" EAST, 145.17 FEET;

THENCE SOUTH 02°53'20" EAST, 80.06 FEET;

THENCE SOUTH 03°16'24" EAST, 303.43 FEET TO THE NORTH LINE OF EASEMENT C AS RECORDED IN BOOK 2013, PAGE 730 IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA;

THENCE SOUTH 88°33'06" WEST, 11.00 FEET ALONG SAID NORTH LINE;

THENCE NORTH 03°16'24" WEST, 303.15 FEET;

THENCE NORTH 02°53'20" WEST, 52.62 FEET;

THENCE NORTH 62°03'13" WEST, 22.88 FEET;

THENCE NORTH 74°44'03" WEST, 24.67 FEET TO THE SOUTH LINE OF SECTION 24;

THENCE NORTH 89°43'36" WEST (ASSUMED BEARING), 91.49 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING 0.138 ACRE, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCES ARE HEREBY MADE TO A SURVEY AND PLAT MADE BY WILLIAM H. BURGER, RECORDED AUGUST 10, 2000, IN BOOK 2000, PAGE 2407; TO A SURVEY AND PLAT MADE BY WILLIAM H. BURGER, RECORDED JUNE 29, 2000, IN BOOK 2000, PAGE 1987; TO A SURVEY AND PLAT MADE BY WILLIAM H. BURGER, RECORDED FEBRUARY 25, 2013, IN BOOK 2013, PAGE 730; TO A SURVEY AND PLAT MADE BY LYLE C. TEKIPPE, RECORDED JUNE 27, 1991, IN BOOK 6, PAGE 143; TO AN EASEMENT AGREEMENT RECORDED MARCH 25, 2013, IN BOOK 2013, PAGE 1037; ALL IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.

LEGEND

⊕	SECTION CORNER AS DESCRIBED
●	FOUND AS DESCRIBED
⊙	SET 1/2"ø REBAR W/RPC #24627
⊡	CALCULATED POSITION
———	SURVEY BOUNDARY
— — — —	SECTION LINE
————	1/4 SECTION LINE
———	1/4-1/4 SECTION LINE
— — — —	PROPOSED EASEMENT
(R)	PREVIOUSLY RECORDED AS
RPC	RED PLASTIC CAP
YPC	YELLOW PLASTIC CAP

C:\C3D\18\18-088\18-088 Legal.dwg

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ILLINOIS IOWA WISCONSIN

FLD BK: DEL. CO. BREMEN TWP. 1 PG: 8-10

SURVEY WAS COMPLETED ON: NOVEMBER 20, 2019

JOB NUMBER: 18-088

SHEET NUMBER: 2 of 2

PLOT DATE: 11/21/19