Recorded: 2/26/2021 at 1:53:52.0 PM
County Recording Fee: $52.00
Iowa E-Filing Fee: $3.97
Combined Fee: $55.97
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 724

Prepared by / Return to: Linda M. Kirsch, Shuttleworth & Ingersoll, P.L.C., P.O. Box 2107, Cedar Rapids, Iowa 52406; (319) 365-9461

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this **"Agreement"**) is made effective as of the 18th day of November, 2020, by and between Shree Jay Ambe, L.L.C. ("**Hotel**") and Wesley Schulte ("**Schulte**" and together with Hotel the **"Grantors"**) and Karusco, Incorporated. (**"Grantee"**).

RECITALS

A. Hotel owns real estate located in Delaware County, Iowa, legally described as follows

Lot 1 Hotel Subdivision, as recorded in Book 2020, Page 654, being part of NE ¼ of the NE ¼ of Section Thirty-one (31), Township Eighty-nine North (T89N), Range 5 West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa

(the **"Hotel Property"**):

B. Schulte owns real estate located in Delaware County, Iowa, legally described as follows

Lot 2 Hotel Subdivision, as recorded in Book 2020, Page 654, being part of NE ¼ of the NE ¼ of Section Thirty-one (31), Township Eighty-nine North (T89N), Range 5 West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa

(the **"Schulte Property"**):

C. The Grantee owns real estate located in Delaware County, Iowa, legally described as follows (the **"Karusco Property"**):

Lot One (1) of Karusco South 2nd Subdivision, Subdivision of Lot A of Karusco South Subdivision of Part of the E ½ NE ¼ of Section 31 and Part of the NW ¼ of Section 32, all in T89N, R5W of the Fifth P.M. City of Manchester, Delaware County, Iowa, according to the plat recorded in Book 2010, Page 1751.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and the provision of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Grantees agree as follows:

1. **Grant of Access Easement over Hotel Property. Hotel** hereby grants to Grantee for the benefit of the Karusco Property a permanent non-exclusive easement along the West thirty foot (30') boundary of the Hotel Property more particularly described as follows:

> Westerly 30 feet of Lot 1 of Hotel Subdivision, as recorded in Book 2020, Page 654, being part of NE ¼ of the NE ¼ of Section Thirty-one (31), Township Eighty-nine North (T89N), Range 5 West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa.

as shown on the attached Exhibit A (the **"Hotel Easement"**).

2. **Grant of Access Easement over Schulte Property. Schulte** hereby grants to Grantee for the benefit of the Karusco Property a permanent non-exclusive easement along the West boundary of the Schulte Property more particularly described as follows:

> a portion of Lot 2 of Hotel Subdivision, as recorded in Book 2020, Page 654, being part of NE ¼ of the NE ¼ of Section Thirty-one (31), Township Eighty-nine North (T89N), Range 5 West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, more particularly described as follows:
> Beginning at the Southwest Corner of Lot 2 of Hotel Subdivision, being on the North Right of Way Line of West Marion Street;
> Thence along North Right of Way Line of West Marion Street, North 88° 11' 38" East, 15.00 feet;
> Thence North 02° 39' 59" W, 150.00 feet;
> Thence North 06° 37' 31" E, 92.90 feet to point on the North Line of Lot 2 of said Hotel Subdivision;
> Thence along North Line of Lot 2 of said Hotel Subdivision, South 88° 12' 36" W, 30.00 feet to the northwest corner of Lot 2 of said Hotel Subdivision;
> Thence along the West Line of Lot 2 of said Hotel Subdivision South 02° 39' 59" E, 241.92 feet to the Point of Beginning.

as shown on the attached Exhibit A (the **"Schulte Easement"** and together with the Hotel Easements the **"Easements:**).

3. **Usage.** The purpose of these Easements is to provide access for ingress and egress to Grantee and the employees, customers, tenants, contractors and other invitees of Grantee from Iowa Highway 13, which runs along the northerly boundary of the Hotel Property, to the Karusco Property. Grantee agrees that so long as this Agreement is in effect it will not use the Karusco Property as a hotel, motel or facility for the accommodation of transients.

4. **Unimpeded Access**. The Grantors shall not (i) construct any fence or other barrier, which would unreasonably prevent or obstruct the free and uninterrupted passage of vehicular traffic over and across the Easements, or (ii) take any action to impair or prevent use

of Easements by the Grantee and the employees, customers, tenants, contractors and other invitees of Grantee.

In the event the Grantors and/or any persons claiming by, through or under each such Grantors, and if any of said parties, or their successors in interest in the Hotel Easement or the Schulte Easement respectively shall violate or attempt to violate any of the covenants and/or obligations herein contained or shall fail to perform and discharge any of the burdens and obligations herein imposed upon the Grantors, then the Grantee may commence any proceeding at law or in equity against the party or parties violating or attempting to violate said covenants or failing to discharge any burden or obligation provided for herein, either to enjoin such violation or attempted violation or to recover damages therefor.

In the event the Grantees and/or any persons claiming by, through or under each such Grantees, and if any of said parties, or their successors in interest in the Hotel Easement or the Schulte Easement respectively shall violate or attempt to violate any of the covenants and/or obligations herein contained or shall fail to perform and discharge any of the burdens and obligations herein imposed upon the Grantees, then the Grantors may commence any proceeding at law or in equity against the party or parties violating or attempting to violate said covenants or failing to discharge any burden or obligation provided for herein, either to enjoin such violation or attempted violation or to recover damages therefor.

The parties may alternatively, concurrently or successfully use their contractual and/or legal rights, privileges and powers by virtue of this grant of Easements or by virtue of law, or both, without any waiver, election or estoppel operating to prevent the pursuit of any other remedy, temporarily abandoned or otherwise. Any action to enforce this Agreement may be brought as an action at law or in equity to enforce the terms and conditions of this Agreement, to recover damages, reasonable attorneys' fees and court costs, and to seek any other remedy as may be permitted by law.

5. **Access to Hotel Easement or the Schulte Easement**. The Grantors and the employees, customers, tenants, contractors and other invitees of the Grantors shall have the right to use the Easements in order to obtain access to and from the Hotel Property or the Schulte Property to Highway 13.

6. **Maintenance**. The Grantee shall pay all cost and expense of maintenance, repair and improvement of the Easements and shall promptly remove of record any mechanics liens arising therefrom. The Grantee shall maintain the Easements in a manner that minimizes damage to the Hotel Property and the Schulte Property. The Grantee shall maintain the Hotel Easement and the Schulte Easement, at Grantee's sole cost and expense as a concrete driveway. Grantee shall obtain from Grantors written consent for any significant maintenance work. Maintenance and repair, at Grantee's expense, shall include, without limitation, smoothing, repairing, resurfacing, and maintaining the area of the Easements in a safe, sightly and serviceable condition, free from settling, chuck holes and standing water. The Grantee shall remove all snow, rubbish, trash and waste from the Easement areas. The Grantee shall use Grantee's best efforts to conduct any improvements, maintenance and repair at times and in a manner that minimizes diminished use by the Grantors of the Hotel Property or the Schulte Property.

7. **Property Taxes**. All real property taxes and assessments which are levied against the Hotel Easement or the Schulte Easement shall be paid by the owner(s) of such property.

8. Indemnification. The Grantee shall indemnify and hold the Grantors harmless from and against any claims, actions, losses, liabilities, damages, settlements, judgments, arbitration awards, cost and expenses (collectively, **"Claims"**) to the extent caused by the negligence or willful misconduct of Grantee, and its employees, tenants, and contractors in the use of the Easements granted under this Agreement.

9. Partial Invalidation. Invalidation of any one of the provisions of this Agreement shall not in any way affect any other provisions hereof, which shall remain in full force and effect.

10. Entire Agreement. This Agreement supercedes all agreements previously made between the parties relating to the subject matter of this Agreement.

11. Easements Run With the Real Estate. The Easements set forth in this Agreement shall be deemed to run with the land and be binding upon the Grantors and their successors and assigns.

12. Change Prohibited. The Grantee shall not change the location, grade, elevation or contours of any part of the areas comprising the Hotel Easement or the Schulte Easement without obtaining the prior written consent of the Grantors, which consent shall not unreasonably withheld.

13. Notices. All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the last known address of the owner of record of the Hotel Property, the Schulte Property or the Karusco Property, as the case may be.

14. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement shall constitute a waiver of that or any other right unless otherwise expressly provided in this Agreement.

15 Jurisdiction. This Agreement and grant of easement shall be governed by the laws of the State of Iowa.

16. Construction of Terms. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Executed effective as of the day first written above.

Grantors:

Shree Jay Ambe, L.L.C.

Bradu A Patel

By: PRATIK PATEL

Its: PRESIDENT

Grantees:

Karusco, Incorporated

By: _____

Its: _____

8. Indemnification. The Grantee shall indemnify and hold the Grantors harmless from and against any claims, actions, losses, liabilities, damages, settlements, judgments, arbitration awards, cost and expenses (collectively, **"Claims"**) to the extent caused by the negligence or willful misconduct of Grantee, and its employees, tenants, and contractors in the use of the Easements granted under this Agreement.

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Executed effective as of the day first written above.

Grantors:

Shree Jay Ambe, L.L.C.

_____

By:_____

Its:_____

Grantees:

Karusco, Incorporated

Russell B Jones agent

By: RUSSELL B. JONES

Its: AGENT

Wesley Schulte

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on the _____day of _____, 2020, by _____ as _____ of **Shree Jay Ambe, L.L.C.**

_____
Notary Public

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on 18th day of November, 2020, by Wesley Schulte.

MICHELLE A. RIES
Commission Number 825111
My Commission Expires
9/16/2023

_____
Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____day of _____, 2020, by _____ as _____ of Karusco Incorporated.

_____
Notary Public

OFFICIAL SEAL
SEJAL PATEL
Notary Public, State of Illinois
My Commission Expires 08/14/2024

Wesley Schulte

STATE OF ILLINOIS, COUNTY OF Cook, ss:

This instrument was acknowledged before me on the 18th day of November, 2020, by Pratik a Patel as President of **Shree Jay Ambe, L.L.C.**

Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____ day of _____, 2020, by Wesley Schulte.

Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____ day of _____, 2020, by _____ as _____ of Karusco Incorporated.

Notary Public

Wesley Schulte

STATE OF ILLINOIS, COUNTY OF _____, ss:

This instrument was acknowledged before me on the _____day of _____, 2020, by _____ as _____ of **Shree Jay Ambe, L.L.C.**

_____
Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____day of _____, 2020, by Wesley Schulte.

_____
Notary Public

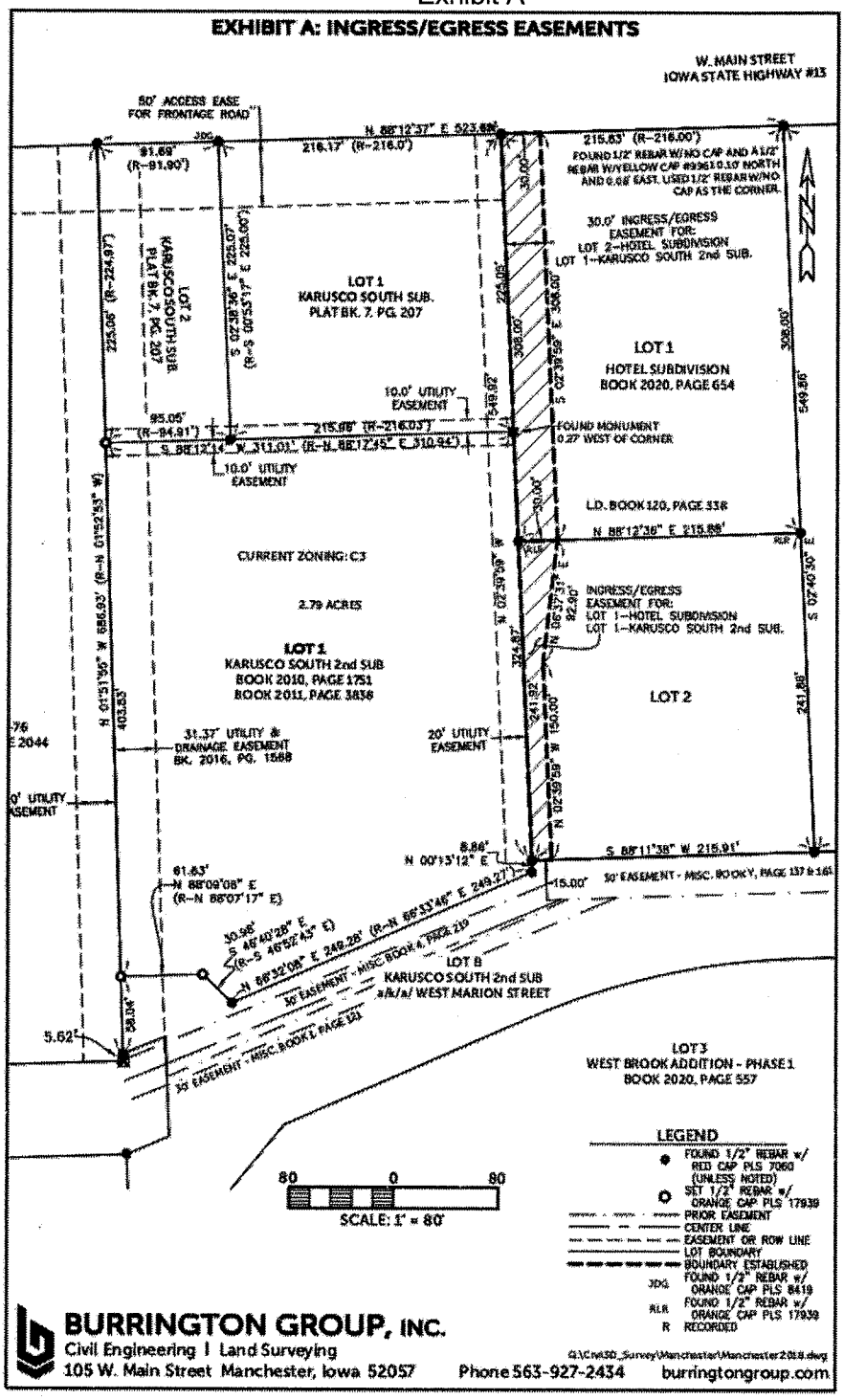
STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on 28th day of January, 2020, by Russel B. Jones as Agent of Karusco Incorporated.

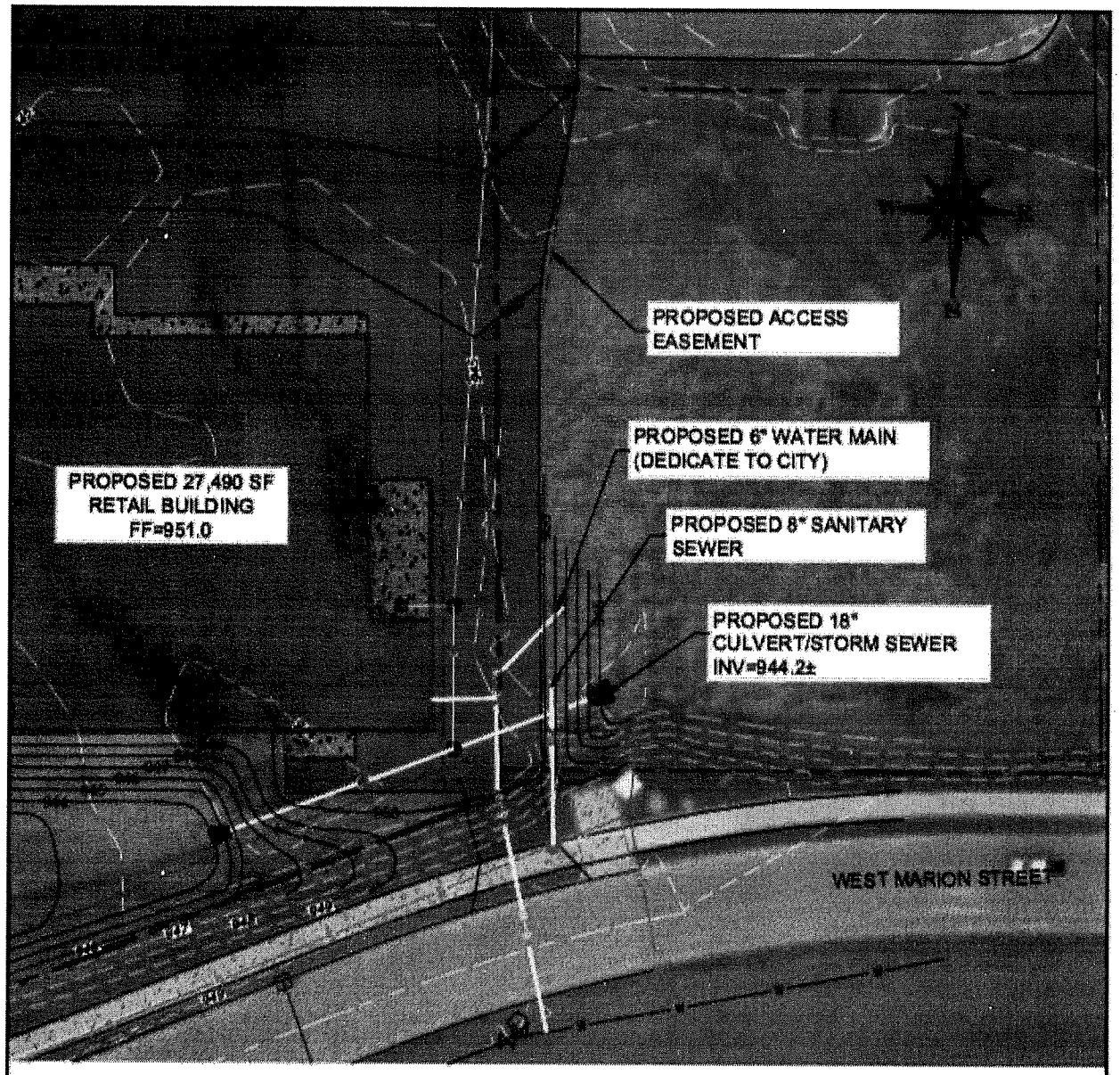
Teresa Turnis
Notary Public

TERESA TURNIS
Commission Number 723636
My Comm. Exp. 7-25-21

Exhibit A


EXHIBIT A: INGRESS/EGRESS EASEMENTS
W. MAIN STREET
IOWA STATE HIGHWAY #13
50' ACCESS EASE FOR FRONTAGE ROAD
N 88°12'37" E 523.88'
91.69' (R=91.90')
216.13' (R=216.0')
215.83' (R=216.00')
FOUND 1/2" REBAR W/NO CAP AND A 1/2" REBAR W/YELLOW CAP #9961 0.10' NORTH AND 0.08' EAST. USED 1/2" REBAR W/NO CAP AS THE CORNER.
30.0' INGRESS/EGRESS EASEMENT FOR: LOT 2--HOTEL SUBDIVISION LOT 1--KARUSCO SOUTH 2nd SUB.
LOT 1
KARUSCO SOUTH SUB.
PLAT BK. 7, PG. 207
LOT 2 KARUSCO SOUTH SUB PLAT BK. 7, PG. 207
225.06' (R=224.97')
S 02°38'36" E 225.07'
(R=S 00°53'17" E 225.00')
10.0' UTILITY EASEMENT
95.05' (R=94.91')
215.88' (R=216.03')
S 88°12'14" W 311.01' (R=N 88°12'45" E 310.94')
10.0' UTILITY EASEMENT
LOT 1
HOTEL SUBDIVISION
BOOK 2020, PAGE 654
FOUND MONUMENT 0.27' WEST OF CORNER
L.D. BOOK 120, PAGE 338
N 88°12'36" E 215.88'
CURRENT ZONING: C3
2.79 ACRES
LOT 1
KARUSCO SOUTH 2nd SUB
BOOK 2010, PAGE 1751
BOOK 2011, PAGE 3836
INGRESS/EGRESS EASEMENT FOR: LOT 1--HOTEL SUBDIVISION LOT 1--KARUSCO SOUTH 2nd SUB.
LOT 2
N 01°51'59" W 886.93' (R=N 01°52'53" W)
403.83'
31.37' UTILITY & DRAINAGE EASEMENT BK. 2016, PG. 1588
20' UTILITY EASEMENT
N 02°39'08" W 324.87'
N 02°39'08" W 150.00'
S 02°40'30" E 241.89'
S 88°11'38" W 215.91'
8.86'
N 00°13'12" E
61.83'
N 88°09'08" E
(R=N 88°07'17" E)
15.00'
30' EASEMENT - MISC. BOOK Y, PAGE 137 & 161
30.98'
S 46°40'28" E
(R=S 46°52'43" E)
N 88°32'08" E 249.28' (R=N 88°33'46" E 249.27')
30' EASEMENT - MISC. BOOK 4, PAGE 210
LOT B
KARUSCO SOUTH 2nd SUB
a/k/a/ WEST MARION STREET
38.10'
5.62'
30' EASEMENT - MISC. BOOK 1, PAGE 151
LOT 3
WEST BROOK ADDITION - PHASE 1
BOOK 2020, PAGE 557
LEGEND
FOUND 1/2" REBAR w/ RED CAP PLS 7060 (UNLESS NOTED)
SET 1/2" REBAR w/ ORANGE CAP PLS 17939
PRIOR EASEMENT
CENTER LINE
EASEMENT OR ROW LINE
LOT BOUNDARY
BOUNDARY ESTABLISHED
JDG FOUND 1/2" REBAR w/ ORANGE CAP PLS 8419
RLR FOUND 1/2" REBAR w/ ORANGE CAP PLS 17939
R RECORDED
80 0 80
SCALE: 1" = 80'
BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057
Phone 563-927-2434
burringtongroup.com
Q:\Civil3D_Survey\Manchester\Manchester2018.dwg

Continued Proposed Utility Exhibit



UTILITY EXHIBIT
RIDGE DEVELOPMENT
MANCHESTER, IOWA

50 0 50
SCALE: 1" = 50'

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057 Phone 563-927-2434 burringtongroup.com