

Prepared by and return to: Kevin T. Deeny, Kane, Norby & Reddick, P.C., 2100 Asbury Rd., Ste 2, Dubuque, IA 52001, (563) 582-7980

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into by and between Liberty Investment Co., an Iowa corporation ("Liberty"), and Dyersville Ready Mix Inc. d/b/a BARD Materials, an Iowa corporation ("BARD").

RECITALS

A. Liberty is the owner of certain real property in Dubuque County, Iowa, legally described as follows:

Lot 2 of Bell 3rd Addition to the City of Dyersville, Dubuque County, Iowa, according to the recorded plat thereof, subject to highway and easements of record.

(the "Liberty Property").

B. BARD is the tenant of certain real property in Dubuque County, Iowa, legally described as follows:

"Kuhlman Quarry Place" in the City of Dyersville, Iowa, according to the recorded plat thereof, subject to easements of record.

AND

Lot 2 of Helle Place in the City of Dyersville, Iowa; according to the recorded plats thereof, subject to easements of record.

(the "BARD Property").

C. BARD has requested that Liberty grant a permanent easement (the "Easement") and temporary construction easement (the "Temporary Construction Easement") over certain portions of the Liberty Property for the benefit of the BARD Property as such portions are shown on the Easement attached hereto and by this reference made a part hereof (the "Easement Area").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** Liberty grants BARD and future owners of the BARD Property, and their licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove an underground water pipeline and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Easement Area. All improvements shall be located below grade.

2. **Temporary Construction Easement.** During the period of construction or installation of improvements within the Liberty Property, BARD shall have a Temporary Construction Easement over those portions of the Liberty Property located within 20 Feet of the Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Liberty Property. The Temporary Construction Easement shall expire on the completion of installation as contemplated in Section 1 above.

3. **Indemnification.** BARD shall indemnify Liberty from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement are suffered or sustained by any person or entity in connection with BARD's activities conducted on the Liberty Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of Liberty or its agents or employees.

4. **Consistent Uses Allowed.** Liberty reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with BARD's full enjoyment of the Easement rights granted in this Agreement.

5. **Restoration of Surface.** BARD shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

7. **Non-Use.** Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Dubuque County Recorder.

10. **Notices.** All notices to either party to this Agreement must be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last-known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.** Any delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall not be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

LIBERTY INVESTMENT CO.

By David Bell
President, _____

Date 8/7/23

STATE OF IOWA)
)ss:
COUNTY OF DUBUQUE)



This instrument was acknowledged before me on the 7th day of August, 2023,
by David Bell, as President of Liberty Investment Co.

Megan Werner
Notary Public in and for said State

DYERSVILLE READY MIX INC. d/b/a BARD MATERIALS

By B. Sch
Ben Schroeder, _____

Date 8/19/23

STATE OF IOWA)
)ss:
COUNTY OF DUBUQUE)

This instrument was acknowledged before me on the 14 day of August, 2023,
by Ben Schroeder, as Land & Mine Director of Dyersville Ready Mix Inc.
d/b/a BARD Materials.



Tara M. McShane
Notary Public in and for said State

CONSENT TO EASEMENT AGREEMENT

The City of Dyersville, Iowa, as an easement holder within the Liberty Property, does hereby certify that the foregoing Easement Agreement has been made with its free consent and in accordance with its desire.

CITY OF DYERSVILLE, IOWA

By _____
_____, _____

Date _____

STATE OF IOWA)
)ss:
COUNTY OF DUBUQUE)

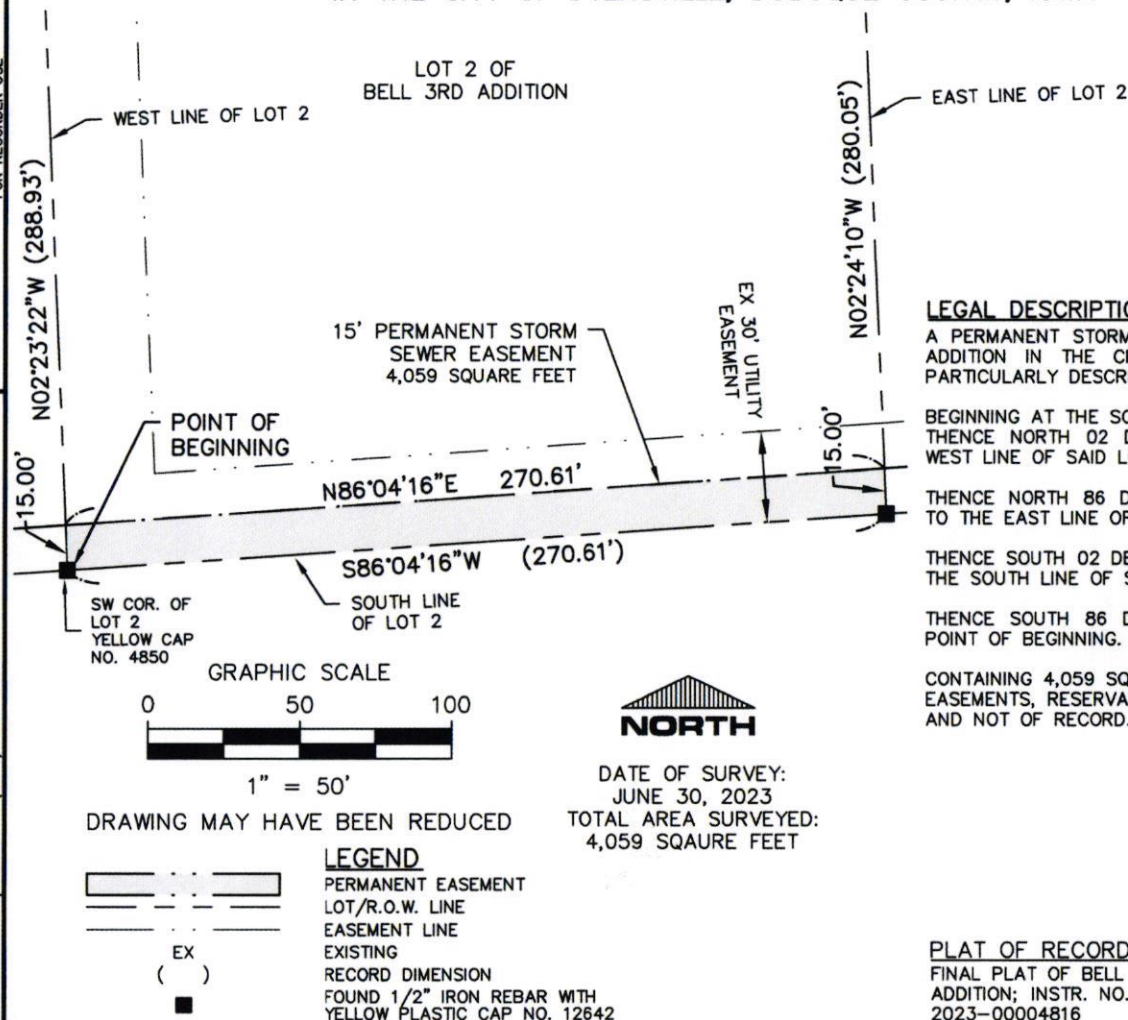
This instrument was acknowledged before me on the _____ day of _____, 2023,
by _____, as _____ of the City of Dyersville, Iowa.

Notary Public in and for said State

Location:	Index Legend			
	LOT 2	BELL 3RD ADDITION	CITY OF DYERSVILLE	DUBUQUE COUNTY
Proprietor:	IOWA			
	LIBERTY INVESTMENT CO	BARD MATERIALS, INC.	CRAIG L. GEISER	ORIGIN DESIGN CO., 137 MAIN STREET
Requestor:	DUBUQUE, IOWA 52001			
	PHONE: (563)556-2464			
Surveyor:	COMPANY			

FOR RECORDER USE

EASEMENT EXHIBIT **PERMANENT STORM SEWER EASEMENT LYING WITHIN LOT 2, BELL 3RD ADDITION** **IN THE CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA**



LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LYING WITHIN LOT 2 OF BELL 3RD ADDITION IN THE CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2;
 THENCE NORTH 02 DEGREES 23 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, 15.00 FEET;

THENCE NORTH 86 DEGREES 04 MINUTES 16 SECONDS EAST, 270.61 FEET TO THE EAST LINE OF SAID LOT 2;

THENCE SOUTH 02 DEGREES 24 MINUTES 10 SECONDS EAST, 15.00 FEET, TO THE SOUTH LINE OF SAID LOT 2;

THENCE SOUTH 86 DEGREES 04 MINUTES 16 WEST, 270.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,059 SQUARE FEET, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-OF-WAY RECORD AND NOT OF RECORD.

PLAT OF RECORD:
 FINAL PLAT OF BELL 3RD ADDITION; INSTR. NO. 2023-00004816

NOTE
 THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

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 800 556-4491 origindesign.com

DRAWN	CLG	PLAT NO.	-IA-23
CHECKED	SAF	PROJ. NO.	23107
DATE	7-19-23	SHEET	1 of 1
P:\23\107\DRAWINGS\23107-BOUNDARY			