



Book 2022 Page 20

Document 2022 20 Type 03 006 Pages 4
Date 1/03/2022 Time 9:54:33AM
Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Justin M. Vorwald of Ehrhardt, Gnagy, McCorkindale & Vorwald, P.O. Box 306, Elkader, IA 52043
Return To: Taxpayer Information:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this 30 day of December, 2021, by and between Schroeder's Cash Supply, Inc., (**Hereinafter "First Party"**), and Mescher Family Partnership, LLC (**Hereinafter "Second Party"**).

WITNESSETH:

WHEREAS, the First Party is the owner and contract purchaser of the following described real estate:

That part of the North one-half (N 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty Seven (27), Township Ninety (90) North, Range Six (6), West of the Fifth Principal Meridian, bounded and described as follows: Beginning at the intersection of the East line of Main Street and the Southerly line of First Street in Dundee, Iowa, thence Easterly along said Southerly line of First Street a distance of four hundred ten (410) feet, more or less, to a point on the West line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty Seven (27), thence Southerly along said West line a distance of eighty five (85) feet, more or less, to a point distant fifty (50) feet Northerly, measured at right angles from the center line of the main track (now removed) of the Minnesota and North Western Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section Twenty Seven (27), thence Easterly parallel with said original main track center line a distance of seven hundred ten (710) feet, more or less, to a point on a line drawn at right angles to said center line at a point thereon distant five hundred eighty and seven-tenths (580.7) feet Westerly from the intersection thereof with the East line of the Southwest Quarter (SW 1/4) of said Section Twenty Seven (27), thence Southerly along said last described right angle line a distance of two hundred (200) feet, thence Westerly parallel with and distant one hundred fifty (150) feet Southerly, measured at right angles from said center line, a distance of

600
Furness Supply Bank
P.O. Box 107
Dundee IA 52005

six hundred ninety (690) feet, more or less, to a point on the West line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty Seven (27), thence Northerly along said West line a distance of fifty two (52) feet, more or less, to a point on the Northerly line of North Street in Dundee, Iowa, thence Westerly along said Northerly line of North Street a distance of four hundred twenty (420) feet, more or less, to a point on the East line of said Main Street, thence Northerly along said East line of Main Street a distance of two hundred five (205) feet, more or less, to the point of beginning, except Parcel 'Q' Of Part Of A Parcel Of Land In The NW 1/4 Of The SW 1/4 Of Section 27, T90N, R6W Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2005, Page 4075, and also except Parcel 'R' Of Part Of A Parcel Of Land In The NW 1/4 Of The SW 1/4 Of Section 27, T90N, R6W Of The 5th P.M., City of Dundee Delaware County, Iowa, according to plat recorded in Book 2006, Page 3204. (Hereinafter "Schroeder's Property")

WHEREAS, the Second Party is the owner of the following described real estate:

Parcel 'R' of part of a parcel of land in the Northwest Quarter of the Southwest Quarter of Section 27, Township 90 North, Range 6 West of the 5th P.M., City of Dundee, Delaware County, Iowa, filed for record on May 18, 1983 in Deed Book 113 at Page 103. Plat recorded in Book 2006 Page 3204. (Hereinafter "Mescher Property")

WHEREAS, the First Party wishes to grant a permanent easement to the Second Party across a portion of the Schroeder Property for ingress and egress.

WHEREAS, the Second Party wishes to have access across the First Party's property.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

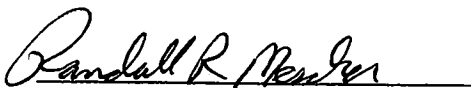
INGRESS AND EGRESS EASEMENT

1. Grant of Easement. The First Party hereby grants the Second Party a permanent easement for ingress and egress across the seventy feet (70') directly south of the Mescher Property, which is located in the First Parties' property. (Hereinafter "Easement Premises").
2. Use of Easement Premises. Use of the Easement Premises is hereby granted. No party shall construct any permanent structure across this easement property or which may materially interfere with its use. The Parties may rock or otherwise take whatever actions are necessary to maintain the Easement Premises.
3. Maintenance. The Second Party shall be responsible for the reasonable cost of maintaining the Easement Premises, unless the destruction or deterioration of the Easement Premises is caused by the negligence or intentional conduct of the First Party, in which case the First Party would pay those costs.

GENERAL PROVISIONS

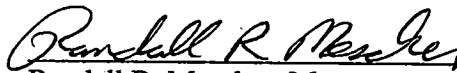
4. Governing Law. This Easement shall be constructed, construed and enforced in accordance with the laws of the State of Iowa. The prevailing party in any legal action brought to enforce this Easement shall be entitled to reasonable attorneys' fees and costs.
5. Entire Agreement and Counterparts. This Easement sets for the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Easement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.
6. This Easement shall be a covenant running with the land and shall be binding upon the parties, their heirs, and assigns.

FIRST PARTY


Randall R. Mescher, President


Patrick K. Mescher, Vice-President

SECOND PARTY


Randall R. Mescher, Manager

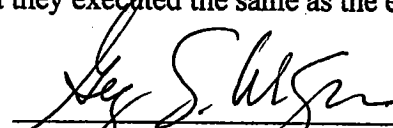
STATE OF IOWA

SS:

DELAWARE COUNTY

On this 30 day of December, 2021, before me a Notary Public, State of Iowa, personally appeared **Randall R. Mescher** and **Patrick K. Mescher**, to me known to be the person(s) named in and who executed the foregoing instrument as the President and Vice-President of **Schroeder's Cash Supply, Inc.**, and acknowledged that they executed the same as the entity's voluntary act and deed.



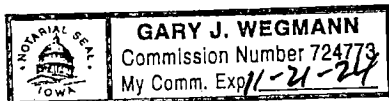

Notary Public

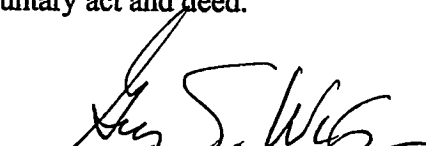
STATE OF IOWA

SS:

DELAWARE COUNTY

On this 30 day of December, 2021, before me a Notary Public, State of Iowa, personally appeared **Randall R. Mescher**, to me known to be the person(s) named in and who executed the foregoing instrument as the Manager of **Mescher Family Partnership, LLC**, and acknowledged that he executed the same as the entity's voluntary act and deed.




Notary Public