

Recorded: 7/15/2024 at 12:49:27.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 1665

Prepared by: Flint Drake, 300 Main Street, Suite 323, Dubuque, IA 52001 (563) 582-2000

Return to: Flint Drake, 300 Main Street, Suite 323, Dubuque, IA 52001

*RECORDED*  
**REVOCABLE LICENSE**

This Revocable License (the License) is entered into this *20* day of June, 2024 between Digga North America, LLC, (Licensor), Crownline Properties, LLC ("Crownline") and Advanced Properties, LLC ("Advanced"). Crownline and Advanced shall also be referred to herein collectively as "Licensees".

Recitals

A. Digga is the owner of real estate locally known as 2325 Industrial Parkway SW, Dyersville, Iowa and legally described as:

*SEE ATTACHED*

(the "Digga Real Estate");

B. Crownline is the owner of real estate locally known as 2335 Industrial Parkway SW, Dyersville, Iowa, and legally described as:

*SEE ATTACHED*

(the "Crownline Real Estate")

C. Advanced is the owner of real estate locally known as 2330 Commerce Court SW, Dyersville, Iowa, and legally described as:

*SEE ATTACHED*

(the "Advanced Real Estate")

D. The southeast corner of the Crownline Real Estate meets the northwest corner of the Advanced Real Estate at a point and the Digga Real Estate lies north and east of this meeting point;

E. Businesses on the Crownline Real Estate and the Advanced Real Estate have need for ingress and egress over the southwest corner of the Digga Real Estate for the purpose of moving between the Crownline Real Estate and the Advanced Real Estate;

F. Digga is willing to grant a revocable license to the Crownline Real Estate and the Advanced Real Estate to allow ingress and egress between the two parcels pursuant to the terms set forth herein.

I. Grant of Revocable License. Licensees are hereby granted the authority to create (including graveling of the License Area), maintain and use an area twenty (20) feet in width over the southwest corner of the Digga Real Estate as a drive for ingress and egress between the Crownline Real Estate and

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*RECORDED TO PICK UP ENTIRE DOCUMENT*

the Advanced Real Estate (the "License Area"), under the terms and conditions set forth in this License.

2. Conditions. The permission herein granted is expressly conditioned on Licensee's agreement to:

- (1) Licensees assume any and all liability for damages to persons or property which may result from or in any way relate to Licensees' use of the License Area; and
- (2) Licensees hereby agree to indemnify, defend and hold the Licensor free and harmless from any and all claims, loss, liability and expense for death and/or injuries to third persons or damages to property of third persons, or for damage to any property of the Licensor or Licensor's invitees which may occur as a result of or in connection with the Licensee's use of the License Area;
- (3) Licensees agree to maintain liability insurance with general liability coverage of at least \$1 million and to name Digga as an additional insured on such general liability policy and Licensees' business auto insurance policies and provide proof thereof during the term of this license;
- (4) Only vehicles owned by the businesses operated on the Crownline Real Estate and the Advanced Real Estate shall use the License Area.

3. Term.

- (1) The term of this License shall be one year and it shall automatically extend for additional one year terms unless and until terminated by the owner of the Digga Real Estate or the owners of the Crownline Real Estate and the Advanced Real Estate.
- (2) Notwithstanding the foregoing, Licensor may terminate this License at any time and for any reason, with or without cause, by giving Licensees 30 days' notice in writing of such termination.

4. Maintenance of License Area. Licensees shall maintain the License Area at Licensees' sole expense.

5. Removal of Improvements. Upon the termination of this License for any cause whatsoever, Licensee shall remove any gravel or other improvement extending over the Digga Real Estate and restore the area to grass at Licensees' sole expense.

6. Breach and Remedies. In the event of the breach of this license by either party, each party hereto shall have all rights and remedies available at law or equity and the prevailing party in any action hereunder shall be entitled to recover reasonable attorneys' fees and other costs incurred due to such breach.

Digga North America, LLC

By: 

Its

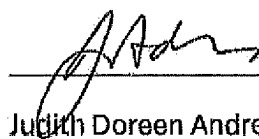
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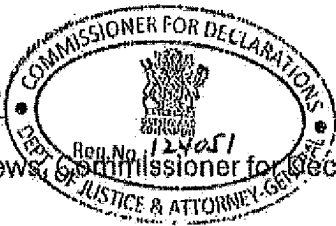
Commissioner of Declarations' Statement

QUEENSLAND, AUSTRALIA

The document was signed

On this 1<sup>ST</sup> day of JULY, 2024, before me, a Commissioner for Declarations in and for the State of Queensland, personally appeared ZOE CONDE, to me personally known, who being by me duly sworn that he/she is the PRESIDENT of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said ZOE DAVIES acknowledged the execution of the said instrument to be the voluntary act and deed of said liability company, by it voluntarily executed.

  
\_\_\_\_\_  
Judith Doreen Andrews



Commissioner for Declarations, Queensland Australia 124051

See attached Commissioner of Declarations Statement


Crowline Properties, LLC

By: MS  
Its President MIKE DECKER

STATE OF IOWA )  
COUNTY OF DUBUQUE ) ss:

On this 20<sup>th</sup> day of June, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared MIKE DECKER, to me personally known, who being by me duly sworn did say that he/she is the President of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of said limited liability company by authority of its members and the said MIKE DECKER acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

MS  
Notary Public in and for the State of Iowa

	HEATHER STEPHEN Commission Number 806498 My Commission Expires September 18, 2026
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Advanced Properties, LLC

By: MS  
Its President MIKE DECKER

STATE OF IOWA )  
COUNTY OF DUBUQUE ) ss:

On this 20<sup>th</sup> day of June, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared MIKE DECKER, to me personally known, who being by me duly sworn did say that he/she is the President of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of said limited liability company by authority of its members and the said MIKE DECKER acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

MS  
Notary Public in and for the State of Iowa

	HEATHER STEPHEN Commission Number 806498 My Commission Expires September 18, 2026
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PREPARED FOR:  
Drake Law Firm, P.C.

## LEGAL DESCRIPTION:

[A]: Lot Three (3) of 20 West Industrial Center First Addition In The City Of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2010, Page 1338, except Tract "C" of Commerce Court SW Street Project: "Extension of Commerce Court SW" of Part of Lot 3 of 20 West Industrial Center First Addition in the City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2014, Page 2641. (2325 Industrial Parkway SW, Dyersville, IA 52040; Parcel ID #540000104400). [B]: Lot One (1) of 20 West Industrial Center Fifth Addition In The City Of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2016, Page 1744 and Plat Of Survey (Retracement) recorded in Book 2018, Page 3460. (2335 Industrial Parkway, Dyersville, IA 52040; Parcel ID #000540000200160. [C]: Lot Two (2) of 20 West Industrial Center Third Addition In The City Of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2013, Page 1184, except Tract "B" of Commerce Court SW Street Project: "Extension of Commerce Court SW" of Part of Lot 2 of 20 West Industrial Center First Addition in the City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 2015, Page 2201. (2330 Commerce Crt SW, Dyersville, IA 52040; Parcel ID #000540000104610.)

## LAST GRANTEE, DEVISEE, OR HEIR-AT-LAW:


As to [A]: Digga North America, LLC; As to [B]: Crownline Properties, LLC; as to [C]: Advanced Properties, LLC.

This report is a report of ownership only. No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. It is made for the exclusive information and use of the party addressed, and no liability for errors or omissions will accrue to the benefit of any other person, firm or corporation. Search is limited to those matters of record in the Delaware County Court House at Manchester, Iowa.

Dated July 8, 2024,

at 8:00 o'clock A.M., at Manchester, Delaware County, Iowa.

DELAWARE COUNTY ABSTRACT COMPANY, INC.

By   
Gary D. Reeder, President  
TGD #8173