

Preparer Information

AND Return Document to: Paul Zingg, 104 S. Court St., P.O. Box 493, Ottumwa, Iowa 52501; (641) 683-1626

Taxpayer Information: City of Bloomfield, Iowa, 111 W. Franklin Street, Bloomfield, Iowa 52537

DRIVEWAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, this Driveway Easement is effective as of the _____ day of January 2021, by and between **City of Bloomfield, an Iowa municipal corporation**, its successors and assigns (“Grantor”) and **MC3 Holdings, LLC, an Iowa limited liability company**, its successors and assigns (“Grantee”).

RECITALS

WHEREAS, Grantor, City of Bloomfield, is the owner of the following described real estate:

Lot 13 of the Bloomfield Industrial Park Subdivision, Davis County, Iowa, filed March 15, 1989 in Plat Book 1, Page 183, of the office of the Davis County, Iowa Recorder.

(hereinafter defined as “City’s Real Estate”), and

WHEREAS, Grantee is the owner of the following described real estate:

Lot 15 of the Bloomfield Industrial Park Subdivision, Davis County, Iowa, filed March 15, 1989 in Plat Book 1, Page 183, of the office of the Davis County, Iowa Recorder.

(hereinafter defined as “Grantee’s Real Estate”), and

WHEREAS, the parties acknowledge that there is an existing 16-foot driveway

running from 230th Street running North to the City's building on City's Real Estate, and

WHEREAS, the parties desire to allow MC3 Holdings, LLC, its successors and assigns, an access and egress driveway easement, running from 230th Street North across City's Real Estate to Grantee's Real Estate; and

WHEREAS, the parties hereto, on behalf of themselves, its successors, and assigns, wish to enter into an Access Easement for driveway purposes for the benefit of Grantee, its successors and assigns.

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

1. Grantor hereby grants and conveys unto Grantee, its successors and assigns and each of its agents, invitees, and guests a perpetual easement, over, across, and on that portion of City's Real Estate, being a 32 foot wide driveway, running from 230th Street, north to Grantee's property line, and which 32 foot driveway easement runs between the fence on the east side of Grantor's property and Grantor's existing building. This Easement granted herein shall be for the purpose of ingress and egress by Grantee, its successors and assigns from 230th Street, to Grantee's Real Estate described above, and which would include truck traffic and other commercial vehicles.
2. Grantee does not intend to construct the driveway at this time, until Grantee, its successors and assigns, determines to expand and develop its manufacturing facility on Grantee's real estate. Until the driveway is constructed at Grantee's discretion, any maintenance on the existing 16 foot drive to Grantor's building shall remain the responsibility of Grantor. Once Grantee determines to construct and develop the 32 foot wide driveway, Grantee shall be responsible for costs for the initial construction of the 32-foot wide driveway, which may include rock, pavement, or a combination of the two. If, at a later date, Grantee determines to fully pave the 32-foot wide driveway, that improvement will also be at Grantee's expense. Grantor may have joint use of the driveway to access its building on Grantor's property. Grantee and its successors and assigns, covenant to maintain the Easement in good repair and use the Easement so that no unreasonable damage will resort to City's Real Estate from its usage. Ongoing maintenance of the driveway easement will be divided equally between Grantor and Grantee, unless and until Grantee elects to pave the driveway, at which time ongoing repair and maintenance will be at the sole expense of Grantee. Grantor, its successors and assigns, agrees to erect no buildings, obstructions, or improvements upon the premises covered by this Easement that would interfere with the use of said Easement.

3. Grantor, City of Bloomfield, agrees to fill in an abandoned well in the Easement area and to move a light pole and fire hydrant from the Easement area.
4. **Indemnification**. Grantee shall hold harmless, indemnify and reimburse to Grantor, its successors and assigns, its insurance carrier, and any and all persons who may be or claim to be liable for them for any losses, damages, or expenses, including but not limited to attorney fees and court costs, which any of said persons may have to pay as a result of any claims, demands, causes of action, or any other matter arising out of the use of this Easement, excepting and excluding any claims, demands, causes of action, or any matter arising out of the negligence of Grantor, its successors, assigns, employees, agents, contractors, and invitees.
5. **Perpetual Easement**. This Easement will run with the land, is perpetual and is binding on Grantor, its successors and assigns, and beneficial to Grantee and Grantee's land and its successors and assigns.

WHEREFORE, the parties hereto have executed this Agreement as of the date above written.

GRANTOR:

CITY OF BLOOMFIELD, IOWA, an Iowa municipal corporation,

By: _____
Daniel Wiegand, Mayor

Attest: _____
Sandy Jones, City Clerk

GRANTEE:

MC3 HOLDINGS, LLC, an Iowa limited liability company,

By: 
Phillip G. McClure, Manager

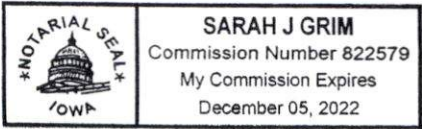
STATE OF IOWA, COUNTY OF DAVIS.

This record was acknowledged before me on the 11th day of ~~November~~ *December* 2020 by Daniel Wiegand and Sandy Jones, as Mayor and City Clerk, respectively, of the City of Bloomfield, Iowa.

Notary Public

STATE OF IOWA, COUNTY OF DAVIS.

This record was acknowledged before me on the 11th day of ~~November~~ *December* 2020 by Phillip G. McClure, as Manager of MC3 Holdings, LLC.



Sarah J Grim

Notary Public