

Prepared by and return to: Tricia S. Fairfield, Brooks Law Firm, P.C., 3425 East Locust St., Ste201,
Davenport, Iowa 52803, 563-326-4900
Address tax statement: n/a

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated as of the 6th day of February, 2025 (the "Effective Date"), by and between LINWOOD STONE PRODUCTS CO. aka LINWOOD MINING & MINERALS CORP. (hereinafter, the "Grantor"), having an address of 5401 Victoria Avenue, Davenport, Iowa 52807 and WASTE COMMISSION OF SCOTT COUNTY (hereinafter, the "Grantee"), having an address of 11555 110th Avenue, Davenport, Iowa 52804.

WHEREAS, Grantor is the fee owner of certain land in Scott County, Iowa legally described on Exhibit B attached hereto, being in Buffalo, Scott County, Iowa, (hereinafter referred to as "Parcel B").

WHEREAS, Grantee leases certain land in Scott County, Iowa legally described on Exhibit A hereto, being in Buffalo, Scott County, Iowa, (hereinafter referred to as "Parcel A") operated as a sanitary landfill.

WHEREAS, Grantee is required to install, manage and monitor monitoring wells/probes proximal to the waste boundary for various compliance purposes. Grantee has been performing monitoring activities and this Agreement formalizes its rights and obligations.

WHEREAS, the compliance requirements/allowances necessitate the installation of monitoring wells/probes south of the boundary of the land leased in Parcel A; and

WHEREAS, Grantor is willing to grant to Grantee an easement for establishing and accessing monitoring wells/probes over such portion of Parcel B as needed, (the "Easement Area").

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantors and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants to Grantee, its representatives, contractors, and employees a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property legally described on Exhibit B (the "Easement Area") attached hereto, to advance soil borings, install, maintain, and abandon monitoring wells (groundwater and vadose zone), collect samples and measurements from said monitoring wells; make observations; and perform other assessment, sampling, or remedial activities; all as deemed necessary to comply with the requirements of Iowa Administrative Code and any other local, state, or federal regulations applicable to the closed Scott County Landfill (Permit #97-SDP-03-81C) for the benefit of Parcel A. Grantee to restore easement area to original condition when the activity in a given easement area is completed or abandoned.
2. Access. Grantee shall have the perpetual right of reasonable ingress and egress in, on, to, through, over, under, and across the permanent easement with vehicles and equipment as Grantee deems appropriate for activities and uses allowed under this agreement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails, or facilities to avoid disruption of Grantor's operations on the property.

3. Maintenance. Grantee shall have the perpetual right to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use or occupation of the permanent easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, replace, upgrade, or remove its improvements. Grantee shall maintain proper housekeeping in compliance to any governmental regulations or as required to Grantor. Grantee to remove any items not necessary to its regulatory compliance. Grantee to receive permission from Grantor before proceeding with any activity, permission of which will not be unreasonably withheld.
4. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may not be unreasonably withheld. If either party desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within thirty (30) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantors and Grantee hereby acknowledge and agree that the party requesting the relocation shall be responsible for all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area. If a relocation of installed monitoring wells or probes are desired by the Grantor the same process described herein must be followed.
5. Grantor's Use of Property. Grantee will not interfere with Grantors use of Parcel B. Grantee shall obtain Grantor's permission before conducting any corings, wells, monitoring devices, or other activities. Grantee will reimburse Grantor for any costs incurred by Grantor as a result of Grantee's activities.
6. Transferability. The permanent easement is perpetual and runs with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns. It also is deemed to touch and concern the land. The exercise of any rights in the Permanent Easement other than those granted by Grantors shall be within the sole discretion of Grantor and limited to rights that are delineated in this Agreement.
7. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.
8. Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of the easement or all improvements within the Easement Area for a period of twenty-four (24) consecutive months, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 8, "abandon" shall mean non-use of the easement or improvements. Abandonment does not release Grantee of its obligations of fulfilling closures, restorations and maintenance as outlined in this Agreement. Grantee will fulfill its obligations under this Agreement within sixty (60) days of the earlier abandonment or of termination of this easement.

9. Indemnification. The Grantee shall hold Grantor harmless and indemnify Grantor from any liability incurred by Grantor as a result of the Grantee's exercise of the granted rights. The Grantor shall hold Grantee harmless and indemnify Grantee from any liability incurred by Grantee as a result of the Grantor's exercise of the granted rights.
10. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.
11. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.
12. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Iowa.
13. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by [facsimile/email] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than thirty (30) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTEE:

WASTE COMMISSION OF SCOTT COUNTY

By: 

Name: Bryce Stalcup

Title: Executive Director

GRANTOR:

LINWOOD STONE PRODUCTS CO. aka LINWOOD
MINING & MINERALS CORP.

By: 

Name: Michael Bush

Title: President

Exhibit A

LEGAL DESCRIPTION OF PARCEL A

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT C

AERIAL DIAGRAM OF AREA

Exhibit A: Lease Parcel "A" Land Description

The southwest quarter of the southwest quarter, the east half of the southwest quarter, the north half of the southeast quarter, the southwest quarter of the southeast quarter, part of the southeast quarter of the southeast quarter, and part of the south half of the northeast quarter of Section 12, Township 77 North, Range 2 East of the 5th Principal Meridian in Scott County, Iowa and the northwest quarter, the west half of the northeast quarter, part of the southwest quarter, and part of the west half of the southeast quarter of Section 13, Township 77 North, Range 2 East of the 5th Principal Meridian in Scott County, Iowa, all more particularly described as follows:

Commencing as the Point of Beginning at the southwest corner of the southwest quarter of Section 12, Township 77 North, Range 2 East of the 5th Principal Meridian in Scott County, Iowa thence North 00° 12' 59" East 1318.50 feet along the west line of said southwest quarter of Section 12 to the northwest corner of the southwest quarter of the southwest quarter of said Section 12 (for the purposes of this description the west line of the southwest quarter of said Section 12 is assumed to bear North 00° 12' 59" East);

Thence North 89° 38' 15" East 1323.38 feet along the north line of the southwest quarter of the southwest quarter of Section 12 to the northeast corner of the southwest quarter of the southwest quarter of Section 12;

Thence North 00° 01' 52" East 1326.02 feet along the west line of the northeast quarter of the southwest quarter of Section 12 to the northwest corner of the northeast quarter of the southwest quarter of Section 12;

Thence North 89° 40' 58" East 1327.51 feet along the north line of the northeast quarter of the southwest quarter of Section 12 to the northeast corner of the southwest quarter of Section 12;

Thence North 00° 24' 52" east 1280.83 feet along the west line of the south half of the northeast quarter of said Section 12 to the southerly line of Tract 2 as described in District Court Record No. 134, Page 558 of the District Court of the State of Iowa in and for Scott County, Cause #39653 - Kuhrt vs Werthmann, et al., dated January 12, 1955;

Thence South 89° 35' 06" East 16.50 feet along the southerly line of said Tract 2;

Thence North 89° 37' 49" East 1022.66 feet along the southerly line of said Tract 2 to the northwest corner of a 4-acre tract described as an exception in Warranty Deed from Myrtle and Chester Harp to Linwood Mining and Minerals Corp. (Doc. #00751-89);

Thence South 00° 26' 56" East 169.76 feet along the westerly line of said 4-acre tract to the southwest corner of said 4-acre tract;

Thence North 89° 33' 04" East 1236.98 feet along the southerly line of said 4-acre tract and the southerly line of a 0.73-acre tract described in Warranty Deed from Linwood Mining and Minerals Corp. to Tony A. Ray (Doc. #2007-32433) to the southeast corner of said 0.73-acre tract;

Thence North 00° 00' 29" East 161.17 feet along the easterly line of said 0.73-acre tract to the southerly Right-of-Way of Chapel Hill Road;

Thence North 85° 44' 33" East 354.13 feet along said southerly Right-of-Way of Chapel Hill Road to the east line of the northeast quarter of Section 12;

Thence South 00° 04' 49" East 1295.09 feet along the east line of the south half of the northeast quarter of Section 12 to the northeast corner of the north half of the southeast quarter of Section 12;

Thence South 00° 07' 10" West 1324.11 feet along the east line of the northeast quarter of the southeast quarter of Section 12 to the southeast corner of the northeast quarter of the southeast quarter of Section 12;

Thence South 89° 36' 20" West 1323.33 feet along the south line of the northeast quarter of the southeast quarter of Section 12 to the northeast corner of the southwest quarter of the southeast quarter of Section 12;

Thence South 00° 13' 33" West 1274.97 feet along the east line of the southwest quarter of the southeast quarter of Section 12;

Thence South 45° 05' 35" East 70.32 feet to the south line of the southeast quarter of the southeast quarter of Section 12;

Thence South 89° 35' 17" West 50.00 feet along the south line of the southeast quarter of southeast quarter of Section 12 to the northeast corner of the west half of the northeast quarter of Section 13, Township 77 North, Range 2 East of the 5th Principal Meridian in Scott County, Iowa;

Thence South 00° 22' 21" West 2639.92 feet along the east line of the west half of the northeast quarter of Section 13 to the southeast corner of the west half of the northeast quarter of Section 13;

Thence South 00° 29' 55" West 436.82 feet along the east line of the west half of the southeast quarter of Section 13;

Thence South 89° 30' 24" West 1331.05 feet to the east line of the southwest quarter of Section 13;

Thence South 89° 49' 57" West 2659.28 feet to the west line of the southwest quarter of Section 13;

Thence North 00° 12' 38" East 432.67 feet along the west line of the southwest quarter of Section 13 to the northwest corner of the southwest quarter of Section 13;

Thence North $00^{\circ} 55' 34''$ East 2641.93 feet along the west line of the northwest quarter of Section 13 to the northwest corner of the northwest quarter of Section 13, also being the southwest corner of the southwest quarter of Section 12 and the Point of Beginning.

Containing 594.93 acres more or less, inclusive of all public right-of-way. This tract is subject to any public rights-of-way and easements of record.

Exhibit B: Lease Parcel "B" Land Description

Part of the southwest quarter, and part of the west half of the southeast quarter of Section 13, Township 77 North, Range 2 East of the 5th Principal Meridian in Scott County, Iowa, more particularly described as follows:

Commencing as a Point of Reference at the northwest corner of the southwest quarter of Section 13, Township 77 North, Range 2 East of the 5th Principal Meridian in Scott County, Iowa thence South 00° 12' 38" West 432.67 feet along the west line of said southwest quarter of Section 13 to the Point of Beginning (for the purposes of this description the west line of the southwest quarter of said Section 13 is assumed to bear South 00° 12' 38" West);

Thence South 00° 12' 38" West 1443.50 feet along the west line of said southwest quarter of Section 13;

Thence North 89° 43' 22" East 3983.07 feet to east line of the west half of the southeast quarter of Section 13;

Thence North 00° 29' 55" East 1443.50 feet along the east line of the west half of the southeast quarter of Section 13;

Thence South 89° 30' 24" West 1331.05 feet to the east line of the southwest quarter of Section 13;

Thence South 89° 49' 57" West 2659.28 feet to the Point of Beginning;

Containing 131.87 acres more or less, inclusive of all public right-of-way. This tract is subject to any public rights-of-way and easements of record.

LEASE PARCEL EXHIBIT

DRAWN BY	SSP
APPROVED BY	JOB
ISSUED FOR	FINAL
ISSUE DATE	12/12/2023
PROJECT NUMBER	2122040500
SHEET	548

WASTE COMMISSION OF SCOTT COUNTY
 11555 110TH AVE, DAVENPORT, IOWA

SHIVEHATTERY ARCHITECTURE+ENGINEERING
 2144 96TH AVENUE WEST
 DETTLESDORF IOWA 52722
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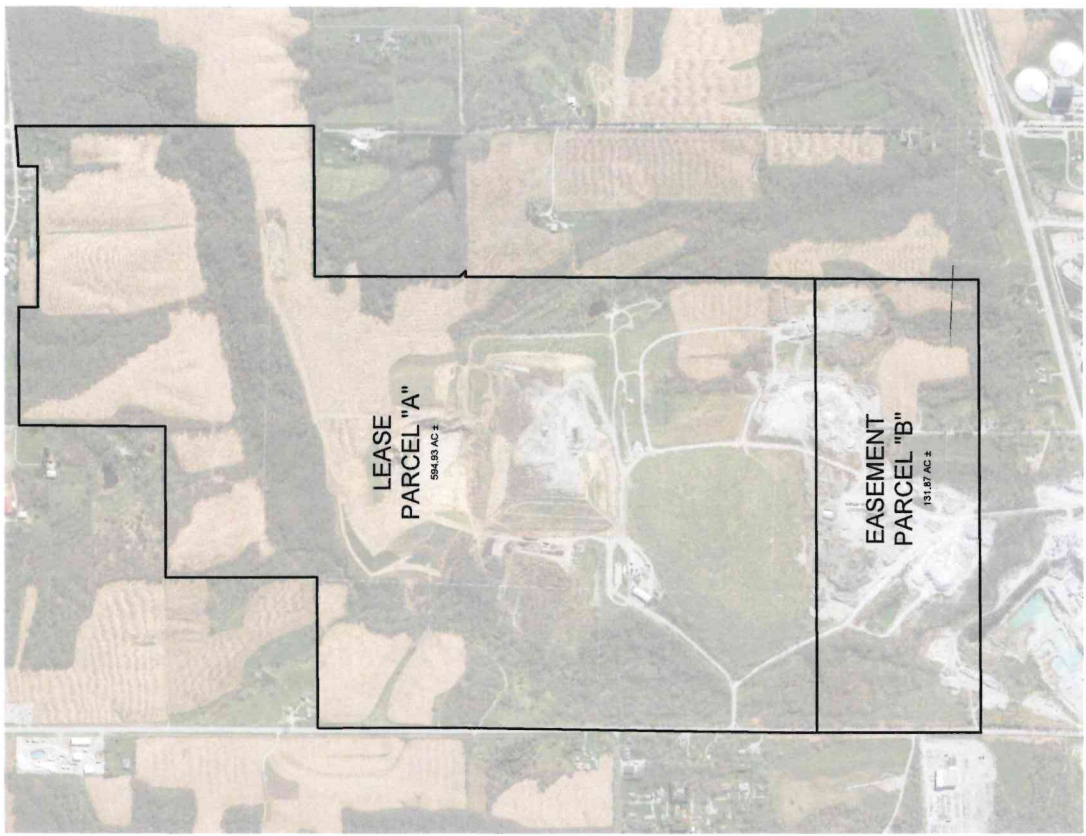


EXHIBIT C

