

Prepared by: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)
Return to: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)

GRANT OF ACCESS EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Dubuque ("Grantor"), of Dubuque County, State of Iowa, does hereby grant, sell and convey to James B. Gansen and Mary L. Gansen, husband and wife ("Grantees"), its lessees, licensees, successors and assigns, from the date hereof, an easement through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

PART OF LOT 1 OF JQ ACRES, DUBUQUE COUNTY, IOWA

Said easement shall be as shown on the attached Exhibit A, for the purpose of access to Lot 2 of JQ Acres No. 3, Dubuque County, Iowa, including construction and maintenance of a private driveway and all appurtenances in connection therewith (the Private Improvements), along with the right, privilege and authority to construct, reconstruct, alter, maintain, repair, replace, patrol and remove said Private Improvements.

Grantor agrees to amend this Grant of Easement to include the following described real estate upon written request of Grantees if it is acquired by Grantees:

Lot Two (2) of the Subdivision of Lots Four (4) and Five (5) and Lot Two (2) of the Subdivision of Lot One (1) of the Subdivision of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section One (1), Township Eighty-eight (88) North, Range Two (2) East of the 5th P.M., in Dubuque County, Iowa, according to the recorded plat thereof, including all improvements thereon, excepting:

CITY OF DUBUQUE

By: _____
Roy Buol, Mayor

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Roy Buol, Mayor of the City of Dubuque, who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed on behalf of the Grantor.

Notary Public In and For Said State

That parcel of land described as follows: Commencing at the Northwest corner of the Northeast ¼ of the Southeast¼ of Section 1, Township 88 North, Range 2 East, of the 5th P.M., Dubuque County, Iowa; thence South a distance of 528 feet; thence South 86° 59' 35" East a distance of 233.32 feet; thence North a distance of 540.22 feet; thence West a distance of 233.00 feet back to the point of beginning; being the more westerly part of Lot 2 of the Subdivision of Lots 4 and 5 and Lot 2 of Lot 1 of the Northeast ¼ of the Southeast ¼ of said Section containing 2.86 acres more or less, as conveyed by Warranty Deed filed with the Dubuque County Recorder on January 2, 1973, as Document No. 44-73.

Grantees, their successors and assigns, agree to pay for any damage caused to the land, fences, or other personal property of Grantor from the construction or maintenance of said Private Improvements.

The City reserves unto itself the perpetual right for the purpose of erecting, installing, constructing, reconstructing, maintaining, owning, operating and repair of storm and sanitary sewers, watermain, pavement, street lights, gas, telephone, television, fiber optics cable, and electrical lines above or below said private Improvements as such utilities would not interfere with the existence of the Private Improvements.

Indemnification. Grantees shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any surveying, inspection, construction, reconstruction, alteration, replacement, maintenance, repair, patrol or removal of said Private Improvements or any claim or damages arising out of or related to the use of the easement by Grantees or third parties. This obligation shall survive the termination of this Grant of Easement.

Insurance. Grantees shall provide insurance as set forth in the attached Insurance Schedule.

To have and to hold unto the said Grantees forever, and the undersigned does hereby expressly covenant that Grantor is the owner in fee of said real estate and has good right to execute this Grant of Access Easement.

Dated at Dubuque, Iowa this _____ day of _____, 2023.

----- [SIGNATURE PAGES TO FOLLOW] -----

ACCEPTANCE OF EASEMENT

Robert J. Flanagan and Tina M. Flanagan accept the terms and conditions of the Grant of Access Easement.

By: James B. Gansen
James B. Gansen

By: Mary L. Gansen
Mary L. Gansen

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 5th day of April, 2023, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared James B. Gansen and Mary L. Gansen, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed.

D. J. Drake
Notary Public In and For Said State



EXHIBIT A

EXHIBIT A ACCESS EASEMENT: ACROSS LOT 1 OF JQ ACRES, Dubuque County, Iowa

INDEX LEGEND

Location: Lot 1 of JQ Acres
SE1/4 of Sec.1, T88N, R2E (Table Mound TWP),
of the 5th P.M., Dubuque County, Iowa

Requestor: Tina Flanagan
Proprietor: City of Dubuque
50 W 13th St., Dubuque, IA 52001

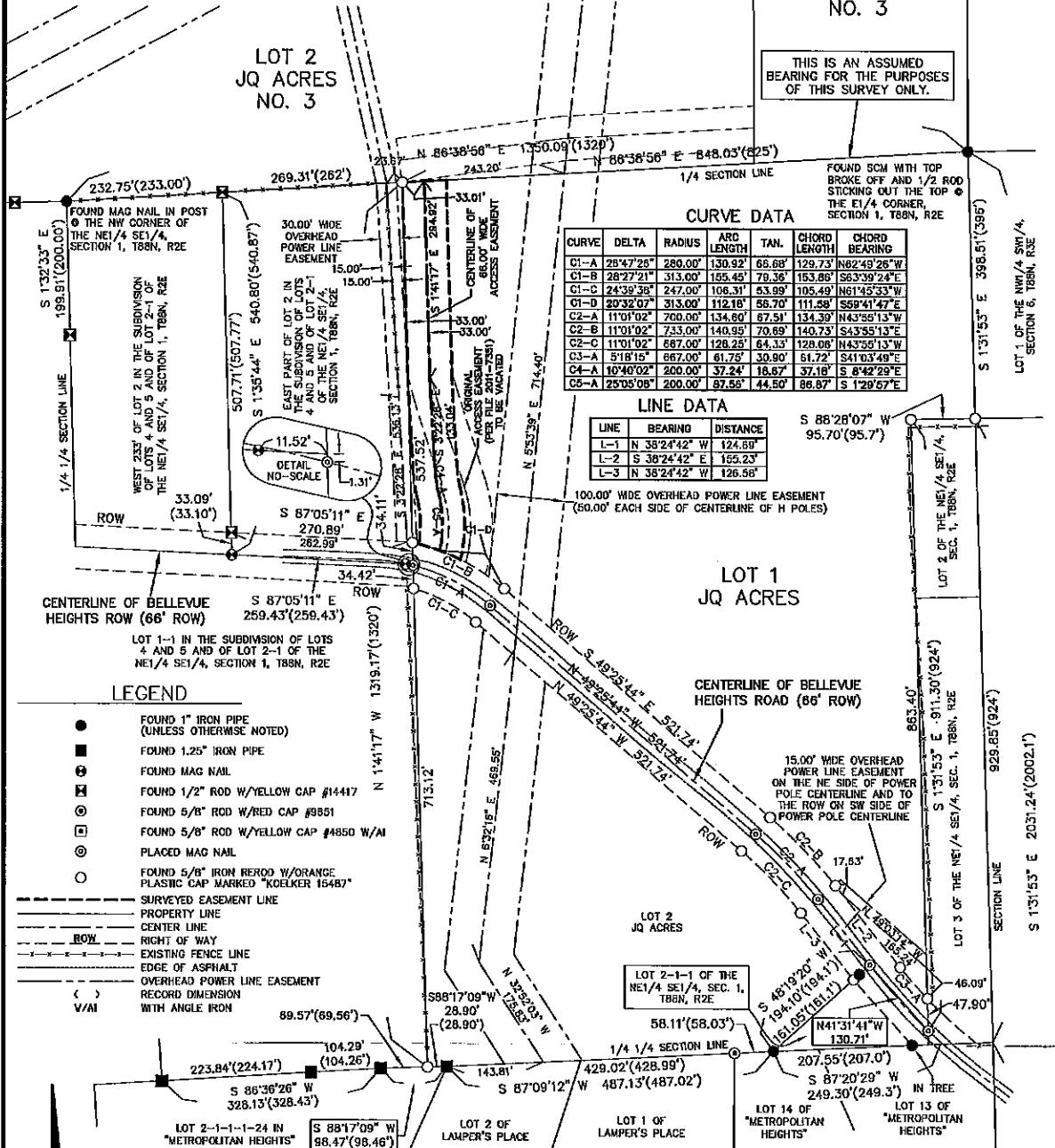
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

Return To: tlkoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES
ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA PHONE: (563) 556-4389

**LOT 1
JQ ACRES
NO. 3**

THIS IS AN ASSUMED
BEARING FOR THE PURPOSES
OF THIS SURVEY ONLY.



CURVE DATA

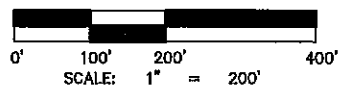
CURVE	DELTA	RADIUS	ARC LENGTH	TAN.	CHORD LENGTH	CHORD BEARING
G1-A	28°47'29"	280.00'	130.92'	66.68'	129.73'	N62°49'26"W
G1-B	28°27'21"	313.00'	155.45'	79.36'	153.86'	S63°39'24"E
G1-C	24°39'38"	247.00'	106.31'	53.99'	105.49'	N61°45'33"W
G1-D	20°32'07"	313.00'	112.18'	56.70'	111.58'	S69°41'47"E
G2-A	11°01'02"	700.00'	134.80'	87.51'	134.39'	N43°55'13"W
G2-B	11°01'02"	733.00'	140.95'	70.89'	140.73'	S43°55'13"E
G2-C	11°01'02"	587.00'	128.25'	64.33'	128.06'	N43°55'13"W
G3-A	5°18'16"	667.00'	61.75'	30.90'	61.72'	S41°03'49"E
G4-A	10°40'02"	200.00'	37.24'	18.67'	37.18'	S 8°42'29"E
G5-A	25°05'08"	200.00'	87.55'	44.50'	86.87'	S 12°57'57"E

LINE DATA

LINE	BEARING	DISTANCE
L-1	N 38°24'42" W	124.89'
L-2	S 38°24'42" E	155.23'
L-3	N 38°24'42" W	126.56'

LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- FOUND 1.25" IRON PIPE
- ⊕ FOUND MAG NAIL
- ⊙ FOUND 1/2" ROD W/YELLOW CAP #14417
- ⊙ FOUND 5/8" ROD W/RED CAP #9851
- ⊙ FOUND 5/8" ROD W/YELLOW CAP #4850 W/M
- ⊙ PLACED MAG NAIL
- FOUND 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED EASEMENT LINE
- PROPERTY LINE
- CENTER LINE
- ROW
- RIGHT OF WAY
- EXISTING FENCE LINE
- EDGE OF ASPHALT
- OVERHEAD POWER LINE EASEMENT
- RECORD DIMENSION WITH ANGLE IRON



NOTES

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST. DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH & TPL CHECKED BY: TLK
SURVEY DATE: 4/5/11 PLOT DATE: 12/4/20
DWG. NO. 20332-02 SCALE: 1" = 200'

SHEET 1 OF 1

INSURANCE SCHEDULE

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
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2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

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B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

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OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

Yes No

Evidence of property coverage provided: Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS \$1,000,000

Yes No

The General Liability, Automobile Liability and Workers Compensation insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

Yes No

If Required Coverage \$ _____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

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F) FLOOD INSURANCE

Yes No

If Required Coverage \$_____

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)