ROADWAY AGREEMENT

THIS AGREEMENT, dated this 14th day of September, 1992, by and between David J. Fink, a single person, (Fink), Donald J. Wolf and Mary Jane Wolf, husband and wife, (Wolf), Gerald L. Gosse and Carolyn A. Gosse, husband and wife, (Gosse), Harold J. Kennedy and Judy C. Kennedy, husband and wife, (Kennedy), and Harold D. Mohr and Vera B. Mohr, husband and wife, (Mohr);

WHEREAS, a Petition for Declaratory Judgment is currently pending in Delaware County, Iowa, District Court, Number CL 2841, wherein Wolf and Fink are Plaintiffs and Gosse, Kennedy and Mohr are Defendants;

AND WHEREAS, all the parties listed herein are titleholders of lots located in Willie's Second Subdivision of Part of the Southeast Quarter of the Northeast Quarter of Section Fifteen, and of part of the Northeast Quarter of the Southeast Quarter of Section Fifteen, and part of the Northwest Quarter of Southwest Quarter of Section Fourteen, and part of the Southwest Quarter of the Northwest Quarter of Section Fourteen, all in Township Eighty Eight North, Range Five, West of the Fifth P.M., in Delaware County, Iowa, with said parties owning the following lots:

Wolf: Lot 60;
Fink: Lots 27, 29, 55 and 56;
Gosse: Lots 54, 57, 58 and 28;
Kennedy: Lot 59;
Mohr: Lots 53 and 61;

AND WHEREAS, the parties have agreed that the Petition for Declaratory Judgment will be dismissed at the cost of the Plaintiffs and the parties shall settle the cause of action and all matters relevant to the cause of action as contained herein.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits to be gained by the parties and further in consideration for the settlement of the Petition for Declaratory Judgment referred to herein the parties agree as follows:

1. That the roadway running between Lots 60, 59, 58, 57 and 56 on the North and Lots 54 and 27 on the South shall be referred to herein as the East-West roadway. The roadway between Lots 54 and 28 on the East and Lots 53 and 29 on the West shall be referred to as the North-South roadway.

2. That the Southeast corner of the intersection of the East-West roadway and the North-South roadway shall be re- established at the Northwest corner of Lot 54 herein. The Northerly boundary of the East-West road shall be established at its present location on Lots 59, 58, 57 even though it may extend Northerly of the easement line

FILE No. 225-1062
RECORDING FEE $ 20.00
TRANSFER FEE $
FILED FOR RECORD THE 29 DAY OF Sept, 19 92 AT 4:44 O'CLOCK P. M. BOOK 3 PAGE 169
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

established pursuant to the plat of the subdivision. The Northerly boundary line is more particularly described as starting at the east line of Lot 56 at the south edge of the established sidewalk, continuing westerly along said sidewalk to a point 7'8" from the pine tree located west of the end of the established sidewalk and continuing westerly to a point 3'6" from the 24" tree at the lot line between Lots 58 and 59 and continuing westerly to a point 4' from the telephone box in Lot 59 and continuing to a point 7' from the SE corner of Wolf's garage and then continuing westerly to a point on the lot line between Lots 60 and 61 at the south end of railroad ties placed on said lot line.

3. The 12-inch tree within the road right-of-way just South of the Southeast corner of Lot 60 shall be removed. The 24-inch tree located on the northerly one-half of the roadway easement located in Lot 58 shall also be removed. Wolf and Fink shall pay the cost of said removal.

4. Following the removal of the two trees referred to in Paragraph 3 hereof, the southerly boundary of the east-west road shall be re-established as being 15 feet south of the northerly boundary of the east-west road. The area within the 15 feet shall be graded and used as the traveled portion of the roadway. The parties agree that no obstruction will be placed within the traveled portion of the roadway as established.

5. Fink and Wolf shall at their expense widen the travelled portion of the North-South roadway to 15 feet in all areas along said roadway with said widening to be done equally on the East and West side of the road.

6. The parties agree that no one shall be allowed to park on the travelled portion of the roadway so as to maintain a 15-foot travelled portion of the roadway at all times, provided however, that temporary parking for loading and unloading shall be allowed so long as it does not impede the flow of traffic.

7. The cost of all surveying and preparation of topographical drawings prepared for Fink and Wolf shall be paid for by Fink and Wolf.

8. This agreement shall run with the land and be binding on the heirs, successors and assigns of the parties hereto.

9. The parties agree that the East-West roadway will not be extended to the East beyond the East line of Lot 56 except as necessary to serve Lots 55 and 27, but shall not be extended to allow traffic to drive into the subdivision from the East.

David J. Fink

Donald J. Wolf

Mary Jane Wolf

Gerald L. Gosse

Carolyn A. Gosse

Harold J. Kennedy

Judy C. Kennedy

Harold D. Mohr

Vera B. Mohr

STATE OF IOWA )
)ss:
DELAWARE COUNTY )

On this 14th day of September, 1992, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared David J. Fink, a single person, and Donald J. Wolf and Mary Jane Wolf, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public In and For
the State of Iowa
Thomas J Hanson

STATE OF IOWA )
)ss:
LINN COUNTY )

On this 15th day of SEPTEMBER, 1992, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald L. Gosse and Carolyn A. Gosse, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JOHN K. VON LACKUM
MY COMMISSION EXPIRES

Notary Public In and For
the State of Iowa

STATE OF IOWA )
)ss:
LINN COUNTY )

On this 25 day of September, 1992, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harold J. Kennedy and Judy C. Kennedy, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra D. Boyd
Notary Public In and For
the State of Iowa

DEBRA D. BOYD
MY COMMISSION EXPIRES
9-28-95

STATE OF IOWA )
)ss:
DUBUQUE COUNTY )

On this 29th day of September, 1992, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harold D. Mohr and Vera B. Mohr, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

IOWA

Thomas H. Jenk
Notary Public In and For
the State of Iowa
Thomas H. Jenk