Don Stevenson
2331 210th Ave.
Delhi, IA 52223

338-199
DELAWARE COUNTY IOWA
'97 JUL 16 AM 10 50
7 63
21.00

Thomas J. Hanson 401 East Main Street Manchester 927-5920

EASEMENT

THIS AGREEMENT entered into this 16 day of June, 1997, by and between H. B. Bennett and Sara Wilson Bennett, husband and wife (hereinafter Bennett); Candace G. Altorfer and Richard B. Altorfer, wife and husband (hereinafter Altorfer); and Delaware County, Iowa, an Iowa Municipal Corporation (hereinafter County).

WHEREAS, Bennett owns the following described real estate located in Delaware County, Iowa:

> The Southwest Quarter of the Southeast Quarter of Section Two, Township Eighty Eight North, Range Five, West of the Fifth P.M.

AND WHEREAS, Altorfer owns the following described real estate located in Delaware County, Iowa:

> The Northeast Quarter of Section 11, Township Eighty Eight North, Range Five, West of the Fifth P.M.

AND WHEREAS, Altorfer wishes to develop a wetland on their real estate which lies South of and adjacent to the Bennett real estate. That the dam will lie directly on the County Road separating the above described parcels of real estate. The construction of said dam will require certain improvements to the roadway, a temporary roadway across the Bennett property, a temporary construction easement across the Bennett property, and a permanent easement for a portion of the dam and overflow pipe.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Altorfer shall construct the dam across the waterway running from the Altorfer property to the Bennett property and shall hold Bennett and County harmless from any expense for the construction and/or maintenance of said dam.

DATE 7-16-97 BOOK 7 PAGE 63

2. Altorfer will level the County gravel roadway separating the two parcels of real estate described herein and will coordinate with Bennett, County, all adjoining landowners and/or their agents and assigns, in the construction of the dam area and the roadway across the dam area and the outlet pipe to run under the roadway in the location of the dam. Altorfer and County shall hold Bennett harmless from any costs or expense with respect to any leveling or reconstruction for the roadway.

3. Altorfer and County agree that construction shall be completed not later than November 1, 1997.

4. Bennett hereby grants unto County a temporary construction easement as is necessary to level the roadway and further grants unto the County a temporary easement for an alternate route for the County Road over and across the Bennett real estate described herein, which said roadway shall be constructed solely at the expense of Altorfer and following the completion of the leveling of the original County Road, Altorfer will return the area encompassed by the alternate route to its condition prior to the construction of said alternate route. All of said construction shall be completed not later than November 1, 1997. The area encompassed by the alternate route shall be returned to its former use by not later than November 1, 1997.

5. Bennett hereby grants unto Altorfer a temporary construction easement not to exceed one hundred (100.0) feet from the center of the current roadway unto the Bennett property at the area of the dam construction site. Bennett further grants unto Altorfer a permanent easement at the area encompassed by the dam, not to exceed fifty (50.0) feet at its widest point measured from the center of the current roadway for the dam area. Bennett also grants unto Altorfer a permanent easement for an outlet pipe which shall run from the Altorfer property through the dam area and under the roadway unto the Bennett property to provide overflow from the waterway running from the Altorfer property unto the Bennett property.

6. Altorfer hereby agrees to hold Bennett and County, their heirs, successors and assigns, harmless from any damages, claims or causes of action of any kind or nature on behalf of themselves, their agents, employees, and all persons, firms or entities lawfully using the roadway, the alternate roadway or the dam area during the construction phase and thereafter.

7. The temporary construction easement granted by Bennett to Altorfer and County shall terminate upon completion of construction but not later than November 1, 1997. The permanent easements granted by Bennett to Altorfer shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

8. Altorfer will pay any and all costs incurred for relocating utilities, fences, tile, entrances and/or other access to adjoining premises during the entire construction project. Altorfer shall hold Bennett and County, their heirs, successors and assigns harmless from any and all damages, claims or causes of action of any kind or nature with regard to any work performed in relocating utilities, fences, tile entrances or access.

In Witness Whereof, the parties sign their names on the day and date first above written.

COUNTY OF DELAWARE

By Jerome E. Besler
Jerome E. Besler
Chairman - Board of Supervisors

By Sharon McCrabb
Sharon McCrabb-County Auditor

H. B. Bennett

Sara Wilson Bennett

Candace G. Altorfer

Richard B. Altorfer

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 16 day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerome E. Besler and Sharon McCrabb, to me personally known, who, being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the

corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors as contained in Ordinance No. _____, passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No._____ of the Board of Supervisors on the 16 day of June, 1997, and that Jerome E. Besler and Sharon McCrabb acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Carolyn A. Wilson — Carolyn A. Wilson
Notary Public In & for the State Of Iowa

CAROLYN A. WILSON 9-10 NOTARIAL

STATE OF IOWA)
) ss:
COUNTY OF Linn)

On this 18th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Candace G. Altorfer and Richard B. Altorfer, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Betty Conkel
Notary Public in & for the State Of Iowa

BETTY CONKEL
MY COMMISSION EXPIRES
6-23-99

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 12th day of July, 1997, before me, the undersigned, a Notary Public in and for said State personally appeared H. B. Bennett and Sara Wilson Bennett, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Iowa NOTARIAL SEAL

Patricia O. Dolan
Notary Public in & for the State Of Iowa