4-707
DELAWARE COUNTY IOWA
FILED
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BOOK 7 PAGE 93
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
16.00

(X) ENV.

Nick Strittmatter 123 E 1st St. Monticello, Iowa (319)465-3531

EASEMENT AGREEMENT

This Agreement is entered into and agreed to by and between David Gudenkauf and Lora Gudenkauf (Gudenkauf); ~~Clark D. Brollier and~~ ALTHERA Brollier, ~~husband and wife~~ (~~Brollier~~) and Delaware County Iowa (County).

Gudenkauf is the owner of the following described real estate situated in Delaware County, Iowa:

South One-fourth (S 1/4) of North West quarter (NW 1/4) of North East quarter (NE 1/4) of Section Twenty Five (25), Township Eighty Eight (88), North, Range Five (5), West of the Fifth P.M.

Brollier is the owner of the following described real estate situated in Delaware County, Iowa:

A parcel of land located in the Northwest Corner of the Southeast Quarter (SE 1/4) Northeast Quarter (NE 1/4) of Section Twenty-Five (25), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M., consisting of .2 acres more or less.

The County owns certain real estate adjacent to the above described properties including but not limited to:

The Northeast Quarter (NE 1/4) Southwest Quarter (SW 1/4) Northeast Quarter (NE 1/4) of Section Twenty-Five (25), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M.

It is the intent of this agreement and of all parties hereto to provide Gudenkauf access to the Gudenkauf property and to provide Brollier access to Brollier's existing cabin located West of the Gudenkauf property. This agreement is to formalize a longstanding agreement to provide Gudenkauf and Brollier access to their respective properties from an existing gravel road which defines the Eastern boundary of the Brollier property described above.

Gudenkauf shall be granted a ten foot (10') easement through the Brollier property for purposes of providing Gudenkauf access to the Gudenkauf property. Brollier shall have no responsibility whatsoever to maintain this ten foot (10') easement. Brollier

grants to Gudenkauf reasonable access to come on the Brollier property from time to time for purposes of maintaining this ten foot (10') easement.

Gudenkauf and Brollier shall be granted a triangular easement which shall be ten foot (10') in width at its widest point where the Northeast corner of said easement shall be the Northeast corner of the County property described above.

The County shall have no responsibility whatsoever to maintain this easement. Gudenkauf and Brollier are granted reasonable access to come on the County property for purposes of maintaining this easement.

Brollier shall be granted a ten foot (10') easement through the Gudenkauf property, the location of which to be determined by Gudenkauf, in order to allow access to Brollier's existing cabin located West of the Gudenkauf property. This ten foot (10') easement shall be used to provide Brollier access to this existing cabin only and not to any other structures or for any other purposes. The location of this ten foot (10') easement through the Gudenkauf property shall be determined solely by Gudenkauf and may change from time to time and shall in no way impede or interfere with Gudenkauf's present or future use of the property. Gudenkauf shall have no responsibility whatsoever to maintain this ten foot (10') easement. Gudenkauf grants to Brollier reasonable access to come on the Gudenkauf property from time to time for purposes of maintaining this ten foot (10') easement.

This agreement shall be considered a covenant that runs with the land and shall be binding on all successors and assigns in any interest.

Any changes to this Agreement shall be in writing and entered into by all affected parties.

The parties agree that this Easement Agreement shall be filed with the Delaware County Recorder and shall be of public record.

David Gudenkauf

~~Clark D. Brollier~~

Lora Gudenkauf

ALTHERA ~~Brollier~~
BROLLIER

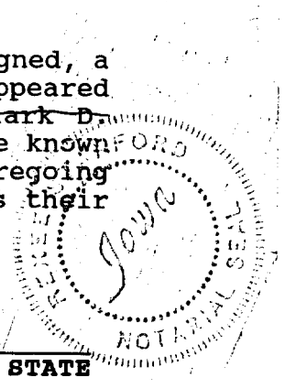
DELAWARE COUNTY, IOWA

BY: Jerome E. Besler
Jerome E. Besler, Chairman
Board of Supervisors

Sharon McCrabb, Delaware County Auditor

STATE OF IOWA)
)**ss.**
COUNTY OF DELAWARE)

On this 3rd day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Gudenkauf and Lora Gudenkauf, husband and wife; ~~Clark D. Brollier and~~ ALTHEDA Brollier~~, 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.



Brenda Stanford
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
My Commission Expires 6-17-99

STATE OF IOWA)
)**ss.**
COUNTY OF DELAWARE)

On this 2nd day of September 1997, before me, Carolyn A. Wilson, a Notary Public in and for the State of Iowa, personally appeared Jerome E. Besler and Sharon McCrabb, to me personally known and who, being by me duly sworn, did say that they are the Chairperson 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 Supervisors, 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 2nd day of September, 19 97, and 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 voluntarily executed.



Carolyn A Wilson
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
My Commission Expires 12-17-98