Paula Hutchings
3545 Blue Ridge Rd. NE
Cedar Rapids IA
52402

DELAWARE COUNTY IOWA
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DELORA HEYDON
DELAWARE COUNTY RECORDER
4.50.00

Prepayer Information: Michael O. McDermott P.O. Box 2107 (319) 365-9461
Cedar Rapids, IA 52406

AGREEMENT ON GRANT OF PERPETUAL ACCESS AND RIGHT-OF-WAY EASEMENT

THIS AGREEMENT is made and entered into this 30th day of December 1998 by and between RANDY R. HARBACH, a single person and resident of Delaware County, Iowa (hereinafter "Grantor") and PAUL A. HUTCHINGS, a resident of Linn County, Iowa (hereinafter "Grantee"), WITNESSETH:

WHEREAS, Grantor is the owner of and titleholder to the following described real estate situated in Delaware County, Iowa, to-wit:

> The N ½ SE ¼ of Section 32-88-4, Delaware County, Iowa and that portion of the SE ¼ NE ¼ of said Section 32-88-4 which includes the South 40 feet thereof

(hereinafter referred to as "Parcel A"), and

WHEREAS, Grantee is the owner of and titleholder to the following described real estate situated in Delaware County, Iowa, to-wit:

> The West ½ of the NW ¼ of Section 33-88-4, Delaware County, Iowa

(hereinafter referred to as "Parcel B"), and

WHEREAS, the Grantor and Grantee mutually desire to establish a perpetual Access and Right-of- Way Easement and roadway over and across a part of Parcel A to permit the Grantor, his successors and assigns, an improved means of right-of-way across Parcel A and to permit the Grantee, his successors and assigns, an improved means of access to Parcel B, and

WHEREAS, the Grantor and Grantee have agreed upon the terms under which such Grant of Easement for right-of-way and access purposes is to be given and granted, and under which the roadway across said easement is to be established, maintained and used, and the parties wish to evidence their agreement in writing.

NOW, THEREFORE, in consideration of the premises, the grant of such Easement, the construction and maintenance of the roadway across such Easement and the mutual covenants of the parties hereunder, it is agreed by and between the parties as follows:

1. Grantor hereby grants, bargains, sells, transfers and conveys unto Grantee, his successors and assigns, a perpetual access and Right-of-Way Easement, together with the right to use, operate, inspect, repair, maintain and replace the roadway to be located thereon, 40 feet in width over, across and through that portion of Parcel A situated in Delaware County, Iowa, described as follows:

A part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), the North one-half (N ½) of the Southeast Quarter (SE ¼) all in Section Thirty-Two (32), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa. The centerline of said Easement being more particularly described as follows

Beginning at a point on the East line of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), Section Thirty-two (32), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa and 20.00 feet north of the Northeast corner of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-two (32), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa.

Thence South 90-00'-00" West 40.00 feet; **Thence** South 00-00'-00" East 163.96 feet; **Thence** South 43-14'-51" West 67.40 feet; **Thence** South 04-08'-47" West 144.87 feet; **Thence** South 21-16'-13" West 39.19 feet; **Thence** South 89-58'-54" West 56.25 feet; **Thence** South 41-54'-32" West 47.05 feet; **Thence** South 01-22'-15" West 67.14 feet; **Thence** South 27-32'-56" West 51.75 feet; **Thence** North 86-25'-22" West 57.95 feet; **Thence** South 83-19'-57" West 59.94 feet; **Thence** South 52-12'-38" West 33.80 feet; **Thence** South 19-42'-35" West 127.98 feet; **Thence** South 19-56'-22" West 166.48 feet; **Thence** South 34-18'-50" East 70.20 feet; **Thence** South 03-29'-26" East 88.74 feet; **Thence** South 00-08'-07" West 175.08 feet; **Thence** South 44-25'-51" West 75.57 feet; **Thence** South 11-28'-15" West 115.83 feet to the South line of the North one-half (N ½) of the Southeast Quarter (SE ¼) of said Section 32-88-4; **Thence** West along and immediately North of the South line of the N ½ SE ¼ of said Section 32-88-4 to the Southwest Corner of said N ½ SE ¼ of said Section 32-88-4 and the point of the intersection of the Easement granted herein with a roadway two (2) rods wide as described in Warranty Deed recorded in Book 44 L.D. page 241 of the records of the Delaware County Recorder. (hereinafter, the "Easement Property")

A portion of the said Easement Property from the point of its Beginning to its point of intersection with the South line of the N ½ SE ¼ of said Section 32-88-4 is shown on Exhibit A attached hereto.

2. Grantee hereby agrees to construct a dirt and rock roadway across the Easement Property and to maintain such roadway in a state of repair appropriate to a dirt and rock roadway and satisfactory to permit limited vehicular traffic across said roadway at such times when weather conditions reasonably permit such use without snow or ice removal therefrom. Grantee further covenants that he shall cause no unreasonable damage to Parcel A as a result of his construction, maintenance and use of said roadway as a right-of-way and access to Parcel B.

3. The right-of-way and access rights established across the Easement Property hereunder are for the exclusive purposes of providing to Grantor, his successors and assigns, a means of right-of-way over and across Parcel A, and of providing to Grantee, his successors and assigns, a means of right-of-way across Parcel A and a means of access to Parcel B. The provisions of this Agreement and the easement established hereunder shall constitute a covenant running with the land, and the rights and obligations established hereunder shall inure to the benefit of and be binding upon the Grantor, the Grantee and the respective successors and assigns of the Grantor and of the Grantee.

4. The parties mutually agree that in further consideration of the Grant of Easement hereunder, and of the terms of this Agreement, the Right-of-Way Easement previously granted and given to Grantee over a portion of Parcel A by Quit Claim Deed filed of record November 18, 1981 in Book 110 L.D. at page 219 of the records of the Delaware County Recorder is hereby canceled and terminated, and the Grantee hereby conveys and quit claims to Grantor all of his rights thereunder.

5. Grantor hereby acknowledges and agrees that Grantee's covenants hereunder shall constitute payment in full for the Grant of Easement hereunder, and for any damages to Parcel A resulting from the construction, maintenance and use of the roadway to be constructed across the easement established hereunder.

6. In addition to the rights of easement granted and established by Grantor hereunder over and across the Easement Property, and the duties and obligations assumed hereunder by Grantee with respect to the construction and maintenance of a roadway across the said Easement Property, the Grantor further grants, bargains, sells, assigns, transfers and conveys to Grantee as a covenant running with the land a non-exclusive perpetual easement over and across the roadway two (2) rods wide as described in Warranty Deed recorded in Book 44 L.D., page 241 of the records of the Delaware County Recorder, which additional grant of easement is for the purpose of providing Grantee a means of access from the public road to the Easement Property. Such additional grant of easement under this paragraph 6 shall not, however, be subject to the duties and obligations assumed under this Agreement by the Grantee with respect to the construction and maintenance of the roadway across the Easement Property.

7. This Agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes any prior negotiations, written or oral agreements or understandings of the parties concerning such subject matter. This Agreement may be amended only by the subsequent written agreement of the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by them to be effective the date and year first above shown.

Randy R. Harbach

GRANTOR

Paul A. Hutchings

GRANTEE

STATE OF IOWA, COUNTY OF Delaware, SS:

On this 30th day of December, 1998, before me a Notary Public in and for the State of Iowa, personally appeared Randy R. Harbach, a single person, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

CYNTHIA L. ORR
MY COMMISSION EXPIRES
October 6 1999

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, ss:

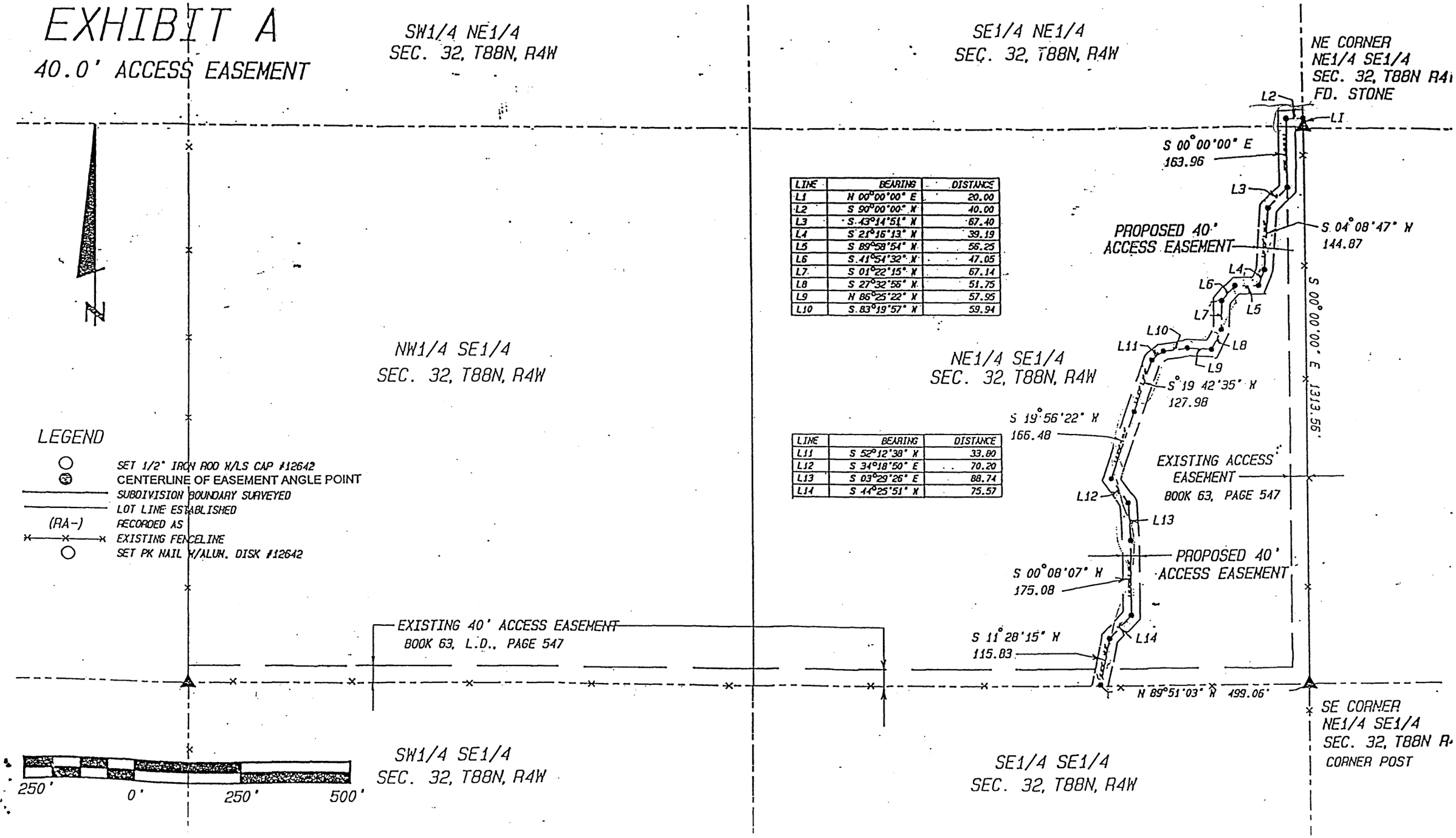
On this 30th day of December, 1998, before me a Notary Public in and for the State of Iowa, personally appeared Paul A. Hutchings, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

CYNTHIA L. ORR
MY COMMISSION EXPIRES
October 6 1999

Notary Public in and for the State of Iowa

EXHIBIT A

40.0' ACCESS EASEMENT



LINE	BEARING	DISTANCE
L1	N 00°00'00" E	20.00
L2	S 90°00'00" W	40.00
L3	S 43°14'51" W	67.40
L4	S 21°16'13" W	39.19
L5	S 89°58'54" W	56.25
L6	S 41°54'32" W	47.05
L7	S 01°22'15" W	67.14
L8	S 27°32'56" W	51.75
L9	N 86°25'22" W	57.95
L10	S 83°19'57" W	59.94

LINE	BEARING	DISTANCE
L11	S 52°12'38" W	33.80
L12	S 34°18'50" E	70.20
L13	S 03°29'26" E	88.74
L14	S 44°25'51" W	75.57