DELAWARE COUNTY IOWA
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BOOK 2003 PAGE 1088
DEBORAH L PEYTON
DELAWARE CO. RECORDER
24.00

Prepared by: Garlyn Glanz, Delaware County Conservation Department,
2379 Jefferson Rd, Manchester IA 52057 (563) 927-3410

ACCESS EASEMENT AND AGREEMENT

This agreement dated this 31st day of March 2003, by and between the Delaware County Conservation Board, and Delaware County Board of Supervisors, hereinafter referred to as First Party, and Donald J. and Jean K. Pottebaum, hereinafter referred to as Second Party, witnesseth:

WHEREAS, First Party is the owner of the following described property: Commencing at the Southeast corner of the Northwest quarter (NW ¼) of Section Eight (8), Township Eight Nine (89) North, Range Four (4), West of the 5th P.M., thence North thirteen (13) rods, thence West twenty four (24) rods, thence South thirteen (13) rods, thence East to the place of beginning twenty four (24) rods, known as the Oneida Township Park.

AND, WHEREAS, Second Party is the owner of the following described property: The East one-half (E½) of the Northwest Quarter (NW¼), except the East twenty four (24) rods of the South thirteen (13) rods thereof, in Section Eight (8), Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M., except Parcel "A" Being Part Of The Southeast Quarter Of The Northwest Quarter (SE¼-NW¼) of Section 8, Township 89 North, Range 4 West Of The Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 2001, Page 1104;

AND, WHEREAS, Second Party is requesting an access to their property by foot or vehicle, which will cross over and through the property of the First Party;

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), receipt of which is hereby acknowledged by First Party, and the covenants herein contained, it is agreed between the parties as follows:

1. First Party grants unto Second Party an access easement, over and across its land, said easement described as follows:

> South 35 feet of South 13 rods of the East 24 rods of the SE NW of Section 8, Township 89 North, Range 4, West of the 5th P.M.
>
> And shall be 35 feet in width from the existing driveway from Hwy 38 to the property line between the park and the Second Party.

2. Said access easement shall be used for the purpose of agricultural activities including preparing the soil, planting, harvesting a crop, service work, or maintaining the operation of a grain farm.

3. Said access easement shall not be used to ingress or egress in the performance of any activities associated with the care of livestock, access to any structure of permanent abode, or any other activities not specifically listed in paragraph two.

4. The First Party is not responsible or liable for any actions or activities of the Second Party when using this access easement.

5. Said access easement shall not interfere or prohibit the public use of the land or facilities, owned by the First Party at anytime.

6. The Second Party shall maintain a gate across the end of the access easement on the west property line of the park and be responsible for keeping it closed when not in daily use.

7. If use of the granted access easement by the Second Party ever expands beyond the purposes specifically listed in paragraph two, this access easement and agreement shall be canceled and automatically revert back to the Delaware County Conservation Board, and Delaware County Board of Supervisors, Delaware County, Iowa.

8. This agreement shall be in force and effect until the completion of the three (3) year term of the lease and for annual periods thereafter unless either party shall give written notice to the other party of its intent to terminate. Said notice is to be given on or before three (3) months prior to the annual date on which the lease was signed.

9. The access easement and agreement shall not run with the land and shall not be binding on all the parties hereto, their heirs, successors and assigns. If the Second Party should sell the property described in this agreement, this access easement shall be canceled and automatically revert back to the Delaware County Conservation Board, and Delaware County Board of Supervisors, Delaware County, Iowa.

Executed at Manchester, Iowa, the day and date first above written.

FIRST PARTY

DELAWARE COUNTY CONSERVATION BOARD

Richard Sampson
Richard Sampson, Chairman

Garlyn R Glanz
Garlyn R. Glanz, Director

SECOND PARTY

Donald J. Pottebaum
Donald J. Pottebaum

Jean K. Pottebaum
Jean K. Pottebaum

DELAWARE COUNTY BOARD OF SUPERVISORS AND AUDITOR

William J Skinner
Board of Supervisors - Chairman

Maren McCracken
Auditor

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 7th day of April, 2003, before me, Linda R. Ash a Notary Public, in and for the State of Iowa, personally appeared Richard Sampson (Richard Sampson) and Garlyn R Glanz (Garlyn Glanz) to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and Director of the Delaware County Conservation Board, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Conservation Board, as contained in the Conservation Board book of minutes as passed by the Delaware County Conservation Board on the 7th day of April, 2003, and Richard Sampson (Richard Sampson) and Garlyn R Glanz (Garlyn Glanz) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Linda R. Ash
Notary Public
My commission expires 6-28-05

NOTARIAL SEAL IOWA
LINDA R. ASH
COMMISSION NUMBER 156629
My Comm. Exp. 6-28-05

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 31st day of March, 2003, before me, Carolyn A. Wilson a Notary Public, in and for the State of Iowa, personally appeared Bill Skinner (William J.) Board of Supervisors - Chairman and Sharon McCrabb Auditor 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 county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book X as passed by the Board of Supervisors on the 31 day of March, 2003, and (William J.) Bill Skinner Board of Supervisors - Chairman and Sharon McCrabb Auditor acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Carolyn A. Wilson
Notary Public Carolyn A. Wilson
My commission expires 12-17-04

NOTARIAL SEAL IOWA
CAROLYN A. WILSON
Commission Number 167142
My Comm. Exp. 12-17-04

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 21 day of March, 2003, before me, Sharon McCrabb a Notary Public, in and for the State of Iowa, the undersigned, Donald J. Pottebaum Donald J. Pottebaum and Jean K. Pottebaum Jean K. Pottebaum personally appeared to me and 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.

NOTARIAL SEAL IOWA
SHARON McCRABB
Commission Number 002573
My Comm. Exp. 6-15-05

Sharon McCrabb
Notary Public
My commission expires 6-14-05

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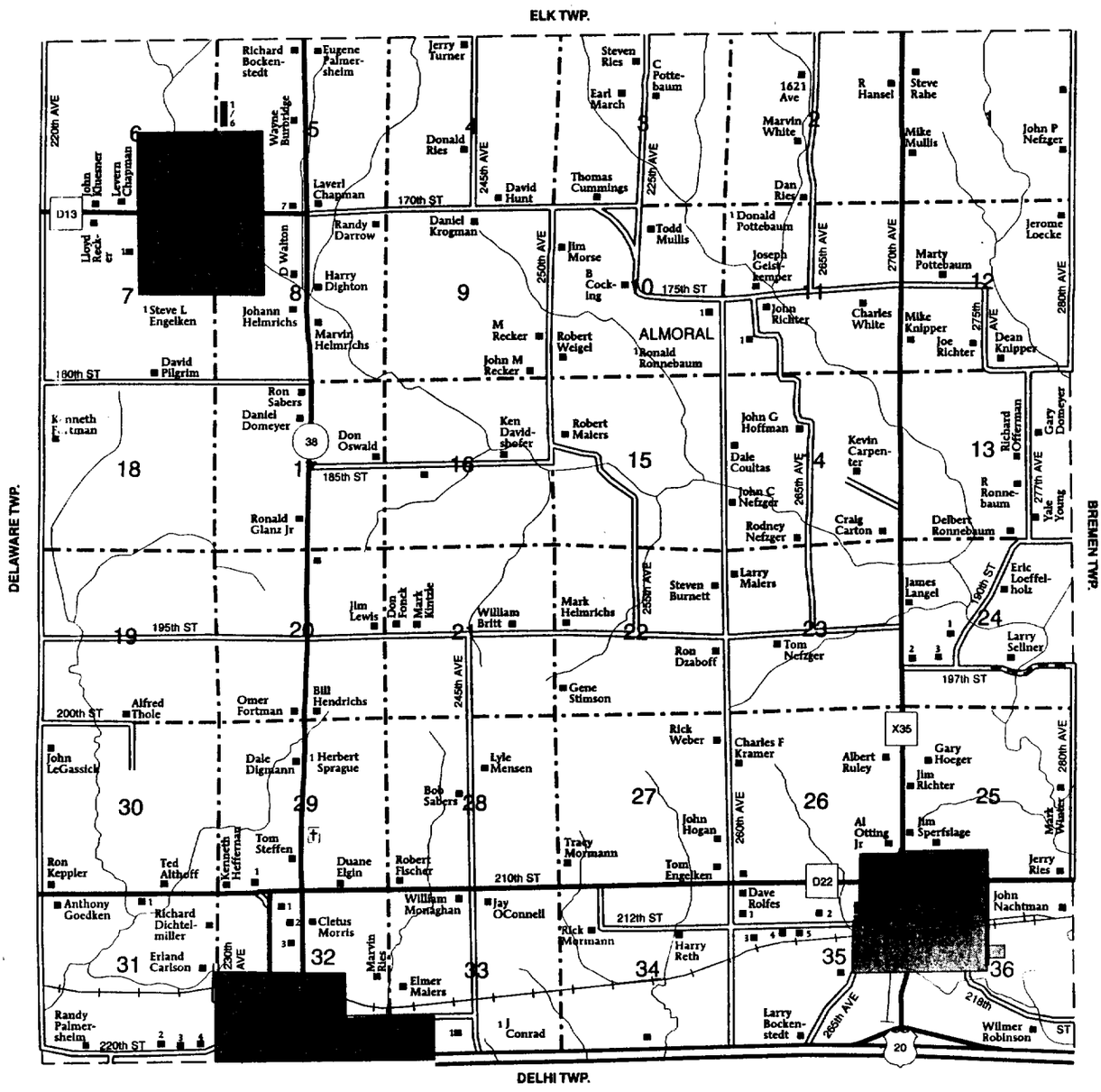
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T-89-N

ONEIDA DIRECTORY

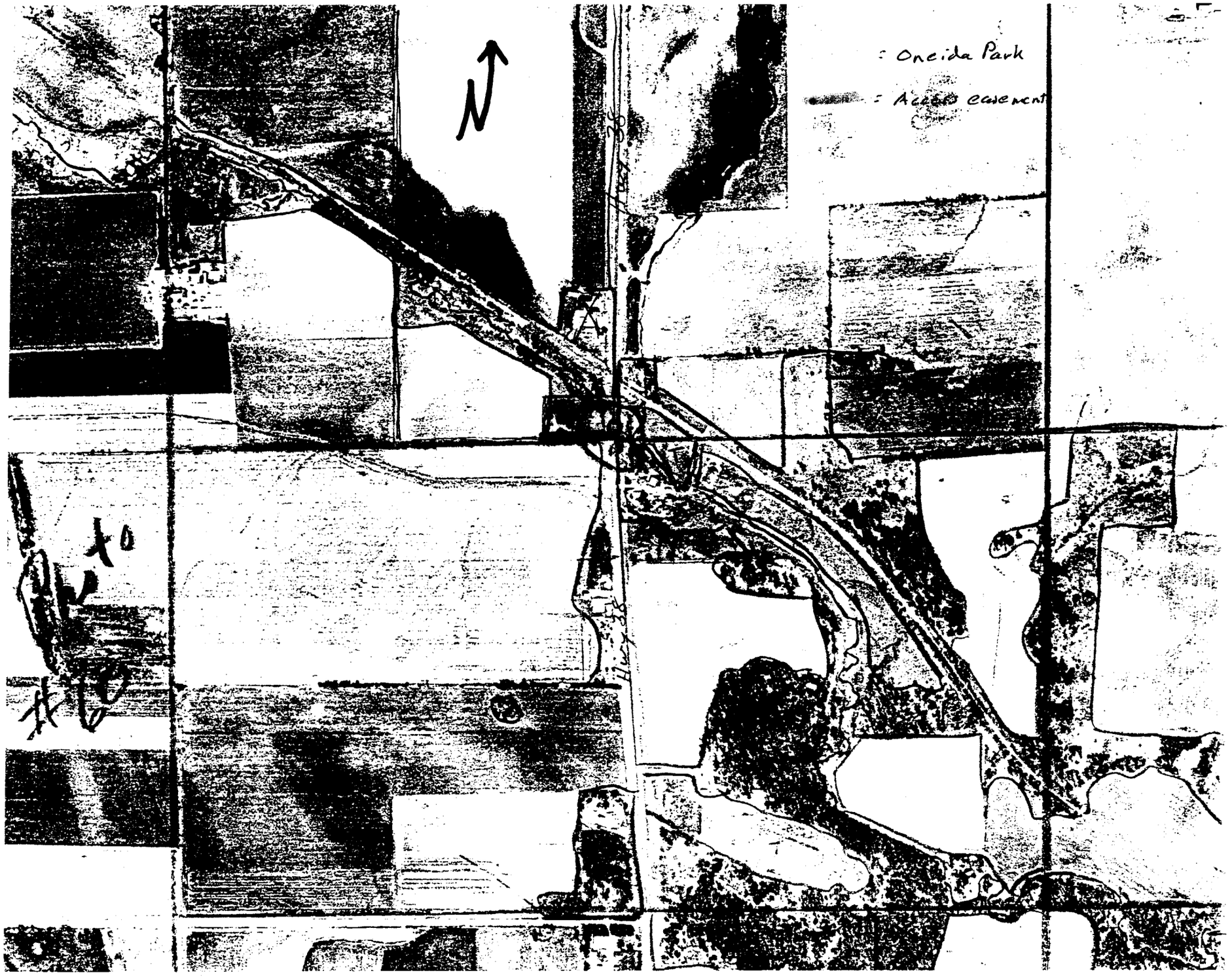
(Residents - Owners or Renters)

R-4-W



See Page 19 For Additional Names.

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: Oneida Park
: Access easement