DELAWARE COUNTY IOWA
FILED
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BOOK 2004 PAGE 827
DEBORAH L. FENTON
DELAWARE CO. RECORDER
20.00

Preparer Information: William D. Werger, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

William D. Werger, ISBA # 08095

SPACE ABOVE THIS LINE FOR RECORDER

AGREEMENT RE: ACCESS ROAD

This Agreement entered into this 24th day of February 2004, by and between Karusco, Incorporated (hereinafter "Karusco") and Millbun, Inc. (hereinafter "Millbun").

WHEREAS, Karusco is the owner of the following described real estate located in Delaware County, Iowa:

> Lot 1, Lot 2, Lot 3, Lot 5 and Lot A of Karusco 2nd Subdivision, according to plat recorded in Book 2004, Page 666, Manchester, Iowa.

AND WHEREAS, Millbun is the owner of the following described real estate located in Delaware County, Iowa:

> Lot 4 of Karusco 2nd Subdivision, according to plat recorded in Book 2004, Page 666, Manchester, Iowa.

AND WHEREAS, all of the property described herein is subject to an access easement over the south fifty (50) feet thereof;

AND WHEREAS, this access provides the only means of ingress and egress to said properties from State Highway 13 because of its limited access status;

AND WHEREAS, the parties wish to set forth their agreement regarding access, improvement, maintenance and upkeep of said access for the benefit of all owners;

AND WHEREAS, the parties are in the process of re-platting the entire subdivision into Karusco 2nd Subdivision and providing for terms and conditions regarding the access described herein;

NOW, THEREFORE, in consideration of the mutual benefits to be gained by the parties they agree as follows:

1. References in this agreement as to Lots shall be to Lots as numbered and described in the new subdivision entitled Karusco 2nd Subdivision.

2. The current access to Highway 13 is directly south of Lot 2 and located on a portion of Lot 1. Access for Lots 1, 2, 3, 4, 5 and the portion of Lot A fronting Highway 13 is currently granted over the south fifty feet of said lots. There presently exists a concrete roadway on that portion of the fifty feet access easement on Lots 1, 3 and 4, which is a minimum of 24 feet in width at any point.

3. The parties wish to provide for terms and conditions of construction, maintenance and upkeep of the existing access road and the portion yet to be constructed for their mutual benefit.

4. The owner of Lot 5 has not yet constructed an access roadway. When Lot 5 is developed, the owner of Lot 5 shall construct a connecting roadway across Lot 5, at least twenty-four feet in width, of concrete and of such specifications as are required by the city for such roadway. From and after the road is constructed, the owner of Lot 5 shall be responsible for a share of the snow and ice removal on the entire roadway extending from a point 50 feet west of the southwest corner of Lot 2 to the east line of Lot 5.

5. When that portion of Lot A which lies east of Lot 5 is developed, the owner thereof shall construct a connecting roadway across said lot at least twenty four feet in width, of concrete and of such specifications as are required by the city for such roadway. From and after the road is constructed, the owner of Lot A shall be responsible for a share of the snow removal on the entire roadway extending from a point 50 feet west of the southwest corner of Lot 2 to the east line of Lot A. If the owner of Lot A shall construct an access to Highway 13, said access shall be connected to the access road across Lots 1, 3, 4, 5 and A. Any such construction costs for said access shall be the sole responsibility of the owner of Lot A. The owner of Lot A is not required to construct the access to Highway 13 for the sole purpose of connecting to the access road.

6. If that portion of Lot A east of Lot 5 is developed prior to Lot 5, the owner of Lot 5 shall have the obligation to construct the connecting roadway across Lot 5 at the time Lot A is developed at its sole expense to permit a continuous roadway to extend from Lot A to the Highway 13 access south of Lot 2. If the owner of Lot 5 is unable or unwilling to construct the roadway at that time, the owner of Lot A shall be entitled to construct said roadway and the cost thereof shall constitute a lien against Lot 5, which, if not paid may be foreclosed as a judgment lien under Iowa law.

7. The access road as constructed from a point 50 feet west of the southwest corner of Lot 2 to the farthest east extension of said road shall be mutually maintained for snow and ice removal by the owners of the Lots on which the road is located

in equal shares. As presently constructed, this means that the following lot owners would be responsible for an equal share of such costs: Lot One, Lot Two, Lot Three and Lot Four. When Lot Five and Lot A east of Lot Five are developed and the road is extended, their owners would also be responsible for an equal share of the maintenance and upkeep of the entire road.

8. Maintenance and upkeep shall include only snow and ice removal. The initial construction and subsequent maintenance of the road surface is the responsibility of the owner of the lot over which that portion of the road is located. All parties shall maintain their portion of the road in a good and drivable condition.

9. The owner of Lot 2 shall be entitled to a twenty-foot wide access easement across the west 20 feet of Lot 3 currently used for access to the parking lot and rear of the building on Lot 2.

AGREED TO THIS 24 DAY OF Jan 2004.

Karusco, Incorporated

By: Richard M. Jones
Richard M. Jones, President
And Secretary

State of Florida)
) ss:
County of Pasco)

On this 24 day of Jan, 2004, before me, the undersigned, a Notary Public in and for the State of Florida, personally appeared Richard M. Jones to me personally known, who being duly sworn, did say that he is the President and Secretary, of Karusco, Inc. executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Richard M. Jones as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Joyce A Miguel
My Commission CC1000150
Expires March 16, 2005

Notary Public in and for said County

AGREED TO THIS 3rd DAY OF March 2004.

Millbun, Incorporated

By: _____
Pierre Otto, Treasurer

By: _____
Melissa Otto, President

State of Iowa)
) ss:
County of Dubuque)

On this 3rd day of March, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pierre Otto and Melissa Otto to me personally known, who being duly sworn, did say that they are the Treasurer and President respectively, of Millbun, Inc. executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Pierre Otto and Melissa Otto as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

HELEN WEGM...
Commission Num...
My Commission...
1-23-07

_____
Notary Public in and for said County