DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 3409
DEBORAH L. HEITSMAN
DELAWARE CO. RECORDER
12.00

Arden Dena Fischer
3497 140th Ave
Manchester IA
52057

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (319) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

AGREEMENT RE: ROADWAY

This Agreement entered into this 3 day of September, 2004, by and between Marjorie L. Althoff, a single person (hereinafter "Althoff") and Arden Fischer and Dena Fischer, husband and wife (hereinafter "Fischer").

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

> Lots One (1) and Three (3) of the Plat of Survey of Chief's Reservations, part of the North one-half (N½) of the Northwest Quarter (NW¼) of Section Ten (10), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2004, Page 2838;

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

> Lot Two (2) of the Plat of Survey of Chief's Reservations, part of the North one-half (N½) of the Northwest Quarter (NW¼) of Section Ten (10), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2004, Page 2838;

AND WHEREAS, Althoff and Fischer wish to enter into an agreement regarding a retained easement for access over and across Lot Two (2) and regarding mutual access easements involving Lots Two (2) and Three (3).

NOW, THEREFORE, in consideration of $1.00 and other valuable consideration paid by Fischer to Althoff, receipt of which is hereby acknowledged and in consideration of the mutual benefits to be gained by the parties they agree as follows:

1. Fischer hereby grants an easement to Althoff, her heirs, successors and assigns over and across Lot Two (2) in order to provide access from 193rd Avenue, across the said Lot Two (2) to the easterly boundary of Lot One (1). Said easement shall be 30 feet in width and shall initially be over and across that portion of said Lot Two (2) as shown on the Plat of Survey indicating the 30 foot access easement.

2. Fischer retains the right to move the location of the access easement over and across Lot Two (2), provided however, that the roadway over and across the easement, if the same is moved, shall be in the same condition as the currently existing easement and shall provide the same access to the owner of Lot One (1).

3. The parties agree, that so long as no residence is built or constructed on Lot Two (2) and no one is residing on Lot Two (2) that the cost of all maintenance, repair and snow removal for the easement across Lot Two (2) shall be paid in full by the owner of Lot One (1). At such time as the residence is completed on Lot Two (2) then the parties shall equally divide the cost of maintenance, repair and snow removal, provided however, that in the event Fischer, their heirs, successors and assigns build a separate roadway to service any residence located on Lot Two (2) and do not use the roadway servicing Lot One (1) then the owner of Lot One (1) shall pay the entire cost of maintenance, repair and snow removal for the roadway over and across Lot Two (2).

4. Althoff, for and on behalf of herself, her heirs, successors and assigns agrees that no other residence shall be built on Lot One (1) and the roadway crossing Lot Two (2) shall only be for the members of a single family residing on Lot One (1) as well as their guests and invitees, and that in the event that any other residence is built on Lot One (1) or more than one family resides on Lot One (1) that they shall obtain separate access to Lot One (1) and shall not use the roadway crossing Lot Two (2).

5. Althoff hereby grants an easement over and across the northwest portion of Lot Three (3) so as to allow access to Lots Two (2) and One (1) over and across the 30 foot access roadway currently located in the northwest corner of Lot Three (3). Fischer similarly grants an easement for roadway over and across the northeast corner of Lot Two (2) so as to provide access from 193rd Avenue to Lot Three (3).

6. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land and may only be amended or changed upon written agreement by the owners of Lots One (1), Two (2) and Three (3) of the said Chief's Reservations.

Marjorie L. Althoff
Marjorie L. Althoff

Arden Fischer
Arden Fischer

Dena Fischer
Dena Fischer

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 03 day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marjorie L. Althoff, a single person, known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as their voluntary act and deed.



Mary Lou Tracey
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 03 day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Arden Fischer and Dena Fischer, husband and wife, known to me 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.

Mary Lou Tracey
Notary Public in and for the State of Iowa

