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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

THIS DOCUMENT WAS PREPARED BY MARK NAHRA, DELAWARE COUNTY ENGINEER'S OFFICE, 2139 HIGHWAY 38., DELAWARE, IA 52036, 563-927-3505
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PERMANENT PRIVATE EASEMENT FOR ACCESS TO RECREATIONAL LAND

Doran John Zumbach and Wilhelmena Kea Zumbach, a husband and wife, and their successors, hereinafter called the GRANTORS in consideration of the provisions of the closure and vacation of a portion of the right of way of 325th Avenue in Section 29, Township 87 North, Range 6 West, enacted by the Delaware County Board of Supervisors on August 30, 2004 and of the terms of this easement, hereby grant unto the Iowa Department of Natural Resources (IDNR), a state agency, hereinafter called the GRANTEE, a permanent and perpetual easement upon GRANTORS' real estate, hereinafter called the PREMISES, for the purpose of providing GRANTEE state agency vehicle and equipment access for property maintenance and allowing public walk in access for hunting, hiking and other legal activities on lands owned by the GRANTEE in Section 29, Township 87 North, Range 6 West, hereinafter called the BENEFITED LAND.

1. **Premises**
The Premises is the former 66' wide right of way of 325th Street, originally established as a part of the Adams and Delhi Road. The Premises begins approximately 688 feet east of the West Quarter Corner of Section 29, T87N, R6W, at the point of closure, and runs east approximately 2000 feet to the Center of Section 29-T87N, R6W. The former right of way was closed and vacated by the Board of Supervisors following a hearing held on August 30, 2004.

2. **Reservation of Rights to Grantors**
GRANTORS and their successors reserve the right to enter upon the Premises and to jointly use the premises for private agricultural access and will be given a gate key by the GRANTEE for access to land owned by the GRANTORS located adjacent to the Premises. Use by GRANTEE for maintenance access includes only transit through the premises to the GRANTOR'S Land and does not give GRANTEE the right to use the premises for storage or parking of equipment, vehicles, or other property or any other use beyond vehicle and equipment access for the GRANTEE and use of the premises as a public walk in access to the GRANTEE'S land.

3. **Maintenance of Access Way**
GRANTEE may grade, drain, rock and otherwise maintain and repair but shall not otherwise hard surface or improve the access way. The GRANTEE shall not change grade, elevation or contour of any part of the Premises without obtaining the prior written consent of the GRANTORS.

4. **Fences, Gates and Parking Area**
GRANTORS and GRANTEE shall continue to maintain their existing right of way fences and shall remain responsible to restrain their livestock. GRANTEE shall build a gate at a location to be agreed upon by GRANTORS and shall provide fencing between existing right of way fences to gate posts. GRANTEE shall provide and maintain a lock on the gate and shall furnish any GRANTORS who are making joint use of the

Premises for agricultural access purposes a key to the lock. GRANTEE shall also be allowed to establish a parking area just west of the gate and shall pay all expenses for constructing and rocking the parking area.

5. **Termination of Easement**
This easement shall terminate when it is no longer used by the GRANTEE and the public as an access to the BENEFITTED LANDS. This easement shall only be released in writing by the GRANTEE, after the easement is no longer used by the GRANTEE.

Upon termination of this easement GRANTORS may remove and dispose of any fence or gate as they see fit without any liability to the GRANTEE therefore.

6. **Covenant of Title**
GRANTORS and GRANTEE and each of them hereby covenant that they hold title to said real estate described in the easement that they have good and lawful authority to grant this easement and they covenant to warrant and defend the said Premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

7. **Easement Runs with the Land**
This Easement shall run with the land and shall be binding on all GRANTORS and GRANTEE and on GRANTORS' and GRANTEE' successors and assigns.

8. **Modification of Easement**
This Easement may be modified in whole or in part only with the written consent of all GRANTORS.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

The attached easement is signed by the GRANTORS this 20th day of July, 2005.

Doran John Zumbach

Wilhelmena Kea Zumbach

The attached easement is signed by the GRANTEE this 19 day of July, 2005.

For Iowa Department of Natural Resources

Title Deputy Director

STATE OF IOWA }
} §
COUNTY OF DELAWARE }

On this 20th day of July A.D. 2007, before me a Notary public in and for said County and State, personally appeared Doran John Zumbach and Wilhelmena Kea Zumbach, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

Seal:

Mark J. Nahra
COMMISSION NUMBER 165627
MY COMMISSION EXPIRES
July 2, 2010

Mark J. Nahra
Notary Public in and for said County and State

STATE OF IOWA }
} §
COUNTY OF POLK }

On this 19th day of July, 2005, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Liz Christianson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that She is the Deputy Director of the Iowa Department of Natural Resources and that she executed the foregoing instrument as the voluntary act and deed of the Department and of the State.

GREGORY B. JONES
COMMISSION # 704406
MY COMMISSION EXPIRES
August 2, 2006

Gregory B. Jones
Notary Public in and for the said County and State