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Carla Beeker Auditor
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & return to: Steven E. Carr, 117 S. Franklin St., Manchester, IA 52057; (563)927-4164

EASEMENT

The undersigned as Trustee of the Ruth Harbach Revocable Trust dated November 30, 2004 (hereinafter "Harbach") and Lake Delhi Recreation Association, Inc. (hereinafter "Association") in consideration of their mutual promises and performances herein agree as follows:

1. Harbach is the owner of the following described real estate:

   Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa.

2. Association is the owner of the following described real estate:

   Parcel 'AA' being part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼), part of the Southwest Quarter of the Northeast Quarter (SW¼-NE¼), part of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼), part of the Northeast Quarter of the Southeast Quarter (NE¼-SE¼), and part of Lot Thirty (30) of The Cedars Sub-division in the Northwest Quarter of the Southeast Quarter (NW¼-SE¼); all in Section Fourteen (14), Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 49.76 acres, more or less **Plat recorded in Book 2009 Page 3149.**

3. Harbach grants to Association an express, perpetual thirty (30) foot wide easement, running with the land, for ingress and egress located in the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section Fourteen (14) Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa. The centerline of said described easement is shown on the Plat of Survey of Parcel AA, filed in the office of the Delaware County Recorder on August 11, 2009 at Book 2009 and page 3149, more particularly described by metes and bounds as follows:

   Commencing at the North ¼ Corner of Section 14, Township 88 North, Range 5 West of the 5th P.M.; thence S 89°-09'-45" E, 540.08 feet along the north line of the NE¼ of said Section 14 to the Point of Beginning; thence S 00°-50'-15"W, 722.83 feet; thence S 14°-23'-25" W, 282.67 feet; thence S 35°-07'-54" W, 117.69 feet to the Endpoint of said described easement centerline. The north line of the NE¼ of Section 14, T88N, R5W is assumed to bear S 89°-09'-45" E. Said easement is designated in plat of survey recorded August 11, 2009 in Book 2009, Page 3149.

4. All parties hereto and persons served in any way by this access easement agree to keep the easement area free of obstruction at all times, except as specifically allowed herein.

The obligations of maintenance and repair herein shall be limited to and defined by the gravel condition of the access roadway as it exists at the time of execution of this Agreement. The costs and expenses associated with maintenance and repair of the easement area shall be paid as follows:

A. The Association shall pay the costs associated with reasonable maintenance of the easement area, taking into account that the purpose of this grant is to allow the Association access using heavy equipment. Accordingly, deterioration, wear or tear to the access easement resulting therefrom, that infringes ordinary, passenger vehicle access along the easement, shall not, alone, obligate any party to incur a cost of repair or maintenance.

B. Costs of repair to the easement area resulting from the specific actions or omissions of either party which are not attributable to ordinary and customary usage consistent with purpose of this Agreement shall be the exclusive responsibility of the party to whom such actions or omissions are attributable or attributable.

5. This access easement is intended exclusively for the benefit of the Association's perpetual unlimited and unrestricted ingress and egress to and from Parcel AA for the benefit of the Association, its guests and invitees, subject to Paragraph 7. Provided, however, that Scott Harbach may at all times continue to use the easement area for access to land adjacent to the easement, owned by Harbach, that Scott Harbach or a successor farm-tenant farms.

6. The parties agree to the installation of a locked gateway, gate and/or fencing along and across the easement in order to secure access to, from and along the access easement. The Association shall pay the cost of installation of any such devices.

7. In the event Harbach later sells property adjacent to the easement area to purchasers intending to have access to their properties via the easement area, then the access easement shall continue to exist in perpetuity and exclusively for the Association and those other properties to be directly served by the access easement. Further, in this event all costs of maintenance and repair as stated in Paragraph 4A, above, shall become the equal obligation of and be shared and paid equally by the owners of each property served by the access roadway, and the provisions of 4B shall apply to all such owners we well. Further, unless mutually agreed by all parties otherwise, the Association in this event shall relocate any fencing and gates obstructing access to other properties served by the access easement.

8. Harbach and any persons served in any way by this access easement shall refrain at all times from temporarily or permanently placing or causing to be placed, vehicles, equipment, articles, goods or other materials, structures, or any other improvements or items which may obstruct usage of the easement area. Harbach and any persons served in any way by this access easement shall refrain at all times from interfering with the Association's usage of the easement area consistent with this perpetual grant of access.

9. The duration of this agreement shall be perpetual, and its terms shall run with the land and be binding upon the successors, heirs and assigns of each party hereto as well as purchasers of land adjacent to or otherwise intending to make use of the easement area.

Dated this 27th day of October, 2009.

Ruth Harbach, Trustee

Ruth Harbach, Trustee

Dated this 27th day of October, 2009.

James Willey, President Lake Delhi Recreation Assoc.

James Willey, President

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 27th day of October, 2009 by Ruth Harbach as Trustee of The Ruth Harbach Revocable Trust dated November 30, 2004.

Notary Public in and for State of Iowa

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2010

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 27th day of October, 2009 by James Willey as President of the Lake Delhi Recreation Association, Inc.

Notary Public in and for State of Iowa

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2010