410-06-00.610.00
Parcel # 410-01.99.012-00
Carla Becker Auditor
Verified By: PHargrafen
87-6
87-61

Book 2010 Page 164
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Date 1/15/2010 Time 2:00:21PM
Rec Amt $24.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

GW

Prepared by/Return to: Gregory J. Seyfer P.O. Box 2804 (319) 363-0101
Bradley & Riley PC Cedar Rapids, IA 52406-2804 FAX (319) 363-9824

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into this 15 day of January, 2010, by and between KTT INVESTMENTS, LLC ("KTT") and DOREEN A. COOK, TRUSTEE OF THE DOREEN A. COOK REVOCABLE TRUST U/A DATED JANUARY 13, 2010 ("Trustee").

WHEREAS Trustee has acquired from KTT a certain parcel of real property located in Delaware County, Iowa, legally described as follows:

THE SOUTH ONE-HALF (S½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION ONE (1), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, ("Trustee Property") and

WHEREAS, KTT is the owner of a certain parcel of real property located in Delaware County, Iowa, which real property adjoins and is contiguous with the Trustee's Property and is more particularly described as follows:

THE WEST FRACTIONAL ONE-HALF (WFR½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION SIX (6) TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE THREE (3), WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, ("KTT Property")

WHEREAS, the Trustee Property is landlocked and KTT has agreed to grant Trustee an access easement to allow passage to the Trustee Property.

WHEREAS, there is an existing private lane over and across the KTT Property which provides access to the Trustee Property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Access Easement. KTT hereby grants to Trustee, its heirs, successors, and assigns, a non-exclusive access easement for ingress and egress over, upon and across the existing private lane on the KTT Property for purposes of ingress and egress from the existing roadway lying East of the KTT Property to the Trustee Property. The approximate location of the private lane is shown by the white dashed lines on attached Exhibit "A". The second lane which branches to the south off of the private lane is not included as a part of this Agreement and may not be used by Trustee.

2. No Limitations. Nothing in this Agreement shall prohibit or restrict KTT's use of the KTT Property so long as such use does not prevent Trustee's use of the access easement.

3. Maintenance and Improvements. Maintenance of the easement shall be provided by whichever party (KTT or Trustee) deems it necessary. Trustee may not improve the easement without the prior written approval of KTT except for minor spot repairs which may be completed by Trustee without prior written approval of KTT.

4 Indemnification. Trustee agrees, with respect to its use of the easement granted in this Agreement, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold KTT harmless against all claims, demands, loss, damage, liabilities and expenses, and all suits, actions and judgments (including but not limited to costs and attorney fees) arising out of or in any way related to its use, or its personal guests' use, of the easements granted in this Agreement.

5 Covenant Running With Land. This Agreement shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, shall not be separated from the land and shall be perpetual in duration unless terminated as provided herein or by written agreement of the parties or their respective successors and assigns.

6 Severability. If any provision of this Agreement is found invalid, KTT and Trustee agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.

7 Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by KTT and Trustee, or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

8 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.

9 Governing Law. This Agreement shall be governed by Iowa law.

KTT INVESTMENTS, LLC

Tim C. Mooney, Member

Doreen A. Cook

Doreen A. Cook, Trustee of the
Doreen A. Cook Revocable Trust
U/A dated January 13, 2010

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 15 day of January, 2010, by Tim C. Mooney, as a Member of KTT Investments, LLC.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF ~~LINN~~ Black Hawk)

This instrument was acknowledged before me this 15 day of January, 2010, by Doreen A. Cook, Trustee of the Doreen A. Cook Revocable Trust U/A dated January 13, 2010.

Notary Public in and for the State of Iowa



EXHIBIT "A"


KTT
Trustee
N
0
600
1200 Feet
Copyright 2009 HFM
This is not a legal survey