Book 2013 Page 176
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ADDENDUM TO EASEMENT AGREEMENT (PIPELINE EASEMENT)

Recorder's Cover Sheet

Preparer Information:
Richard F. Mitvalsky, P.O. Box 456, Cedar Rapids, IA 52406-0456, Phone: (319) 364-1535

Taxpayer Information: Ruth Harbach, Trustee of the Ruth Harbach Revocable Trust dated November 30, 2004, 2449 210th Avenue, Delhi IA 52223

Return Address: Richard F. Mitvalsky, P.O. Box 456, Cedar Rapids IA 52406-0456 Phone: (319-364-1535

Grantors:
Ruth Harbach, Trustee of the Ruth Harbach Revocable Trust dated November 30, 2004

Grantees:
Lake Delhi Recreation Association, Inc.

Legal Description: See Page 5

Document or instrument number if applicable:

ADDENDUM TO EASEMENT AGREEMENT (PIPELINE 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 and of their mutual promises and performances herein agree as follows:

1. On October 27, 2009, Harbach, as Grantor, conveyed to the Association, as Grantee, a perpetual pipeline easement running with the land measuring a minimum width of 20 feet from the Maquoketa River across certain real estate property owned by Harbach for unlimited transport and conveyance of sand, siltation and other such dredge material by buried pipeline to and from the property. This easement agreement is recorded in the office of the Delaware County Recorder on October 27, 2009 appearing at Book 2009 and page 4052.

2. The parties agreed that the precise location of the pipeline easement was to be later identified and established by agreement of the parties prior to installation of the pipeline.

3. Harbach and the Association have agreed to the precise location of the pipeline easement as reflected by the Plat of Survey illustration attached to this Addendum under mark of Exhibit "A" and incorporated herein by this reference.

4. Harbach and the Association hereby reaffirm and restate the terms of their easement agreement recorded October 27, 2009, as referenced above, and hereby supplement that certain easement agreement to now include and incorporate this Addendum and its attached Exhibit A.

5. It is the parties' intention that their original easement agreement and this Addendum serve as one and the same agreement according to the terms and conditions set forth therein.

6. It is the parties' intent that the 30-foot wide pipeline easement illustrated on Exhibit A attached hereto is the precise location of the pipeline easement contemplated by their original easement agreement, and shall hereafter constitute the location of the pipeline easement.

7. Harbach agrees to the Association's assignment of the parties' easement agreement and this Addendum, together, to the Combined Lake Delhi Benefited Recreational Facility and Water Quality District.

Dated this 26th day of December 2012.

Ruth Harbach

Ruth Harbach, Trustee of the Ruth Harbach Revocable Trust dated November 30, 2004, Grantor

LAKE DELHI RECREATION ASSOCIATION, INC.

Patricia Dede

Patricia Dede, President

STATE OF IOWA; COUNTY OF DELAWARE ss.

This Addendum to Easement Agreement was acknowledged before me on this 26th day of December 2012 by Ruth Harbach as Trustee of the Ruth Harbach Revocable Trust dated November 30, 2004.

NANCY S. CHAPMAN
Commission Number 710118
My Comm. Exp. 5/22/13

Nancy Chapman

Notary Public in and for State of Iowa

STATE OF IOWA; COUNTY OF DELAWARE ss.

This Addendum to Easement Agreement was acknowledged before me on this 26th day of December 2012 by Patricia Dede as President of the Lake Delhi Recreation Association, Inc.

NANCY S. CHAPMAN
Commission Number 710118
My Comm. Exp. 5/22/13

Nancy Chapman

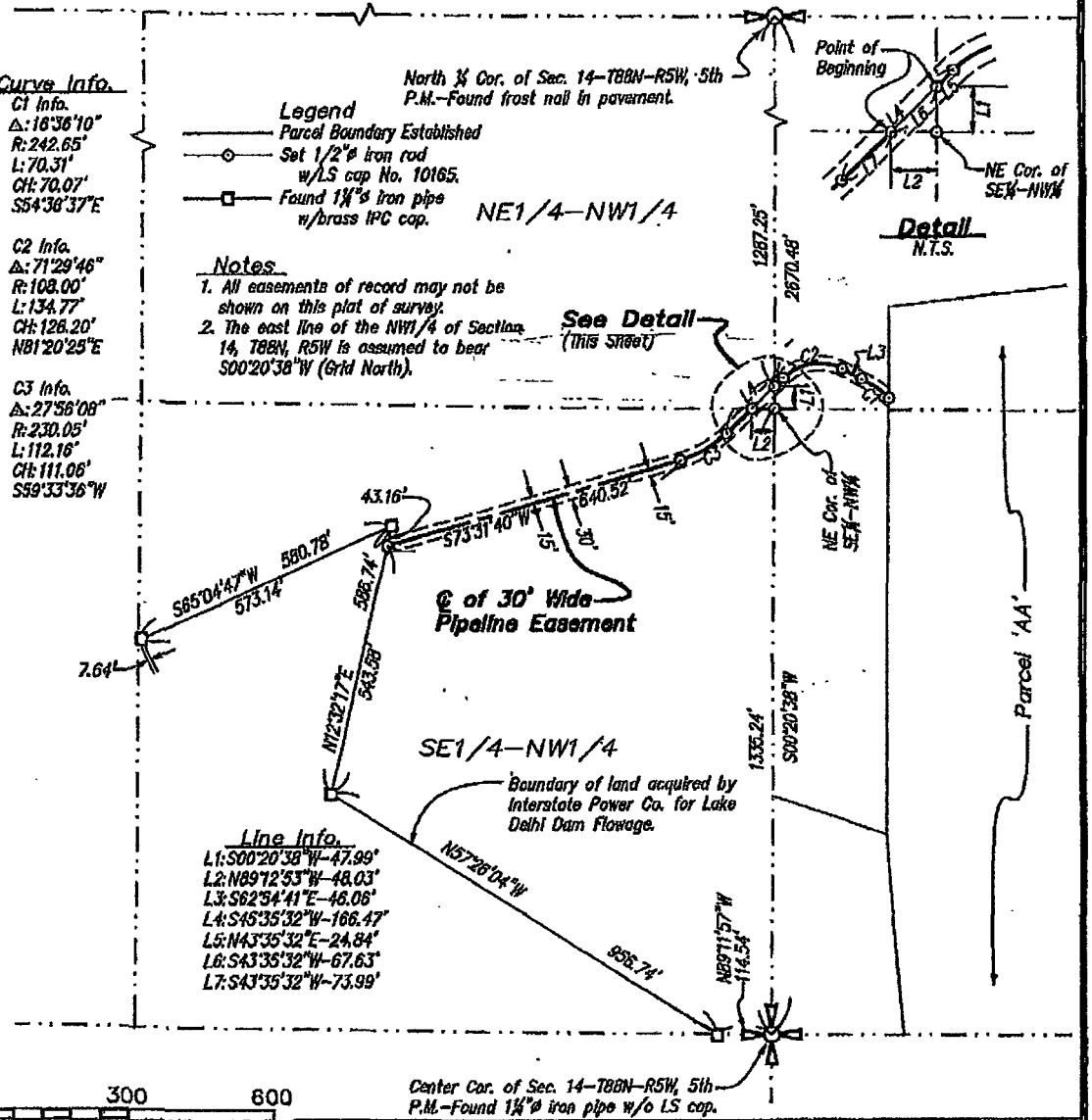
Notary Public in and for State of Iowa

MOHN SURVEYING, INC. • ROGER R. MOHN • 1890 GREAT RIVER ROAD • LANSING, IOWA 52151 • 563-538-4067

PLAT OF SURVEY

of

A THIRTY (30) FOOT EASEMENT FOR A PIPELINE LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE¼–NW¼) AND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼–NE¼); ALL IN SECTION 14, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA.



Proprietor(s):
The Ruth Harbach Revocable Trust dated November 30, 2004

Survey requested by:
Lake Delhi Recreation Association

Sheet No. 1 of 2
Surveyed: Jan., 2010
January 25, 2010 Drawn By: ARL
Y:\Drawings\Surveys\2010\Delaware\LkeDelhi\Pipeline\Pipeline.dwg

SEAL

LICENSED LAND SURVEYOR
Roger R. Mohn
10165
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Roger R. Mohn — January 25, 2010
Roger R. Mohn — Date

License Number 10165
My license renewal date is December 31, 2010
Pages or sheets covered by this seal: Sheet 1 of 2 through 2 of 2.

EXHIBIT
A

PLAT OF SURVEY OF:

A thirty (30) foot wide easement for a pipeline located in the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4) of Section Fourteen (14), Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa. The center is more particularly described by metes and bounds as follows:

Commencing at the North 1/4 Corner of Section 14, Township 88 North, Range 5 West of the 5th P.M.; thence S 00°-20'-38" W, 1287.25 feet along the east line of the NW1/4 of said Section 14; thence S 43°-35'-32" W, 67.63 feet to the Point of Beginning; thence S 43°-35'-32" W, 73.99 feet; thence 112.16 feet along a 230.05 foot radius curve concave northwesterly with a central angle of 27°-56'-08" and a long chord which bears S 59°-33'-36" W, 111.06 feet; thence S 73°-31'-40" W, 640.52 feet to the Endpoint of said described easement centerline. The east line of the NW1/4 of Section 14, T88N, R5W is assumed to bear S 00°-20'-38" W (Grid North).

A thirty (30) foot wide easement for a pipeline located in the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of Section Fourteen (14), Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa. The center is more particularly described by metes and bounds as follows:

Commencing at the North 1/4 Corner of Section 14, Township 88 North, Range 5 West of the 5th P.M.; thence S 00°-20'-38" W, 1287.25 feet along the east line of the NW1/4 of said Section 14 to the Point of Beginning; thence N 43°-35'-32" E, 24.84 feet; thence 134.77 feet along a 108.00 foot radius curve concave southerly with a central angle of 71°-29'-46" and a long chord which bears N 81°-20'-25" E, 126.20 feet; thence S 62°-54'-41" E, 46.06 feet; thence 70.31 feet along a 242.65 foot radius curve concave southwesterly with a central angle of 16°-36'-10" and a long chord which bears S 54°-36'-37" E, 70.07 feet to the Endpoint of said described easement centerline. The east line of the NW1/4 of Section 14, T88N, R5W is assumed to bear S 00°-20'-38" W (Grid North).

250-14-00-026.10
250-14-00-019.00
250-14-00-016.00
Parcel # 250-14-00-018.00 250-14-00-005.00
Carla Becker Auditor
Verified By: PHaugraven

Book 2009 Page 4052

Document 2009 4052 Type 03 006 Pages 3
Date 10/27/2009 Time 2:47:47PM
Rec Amt $19.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: Carr & Carr Lawyers, 117 S. Franklin St., Box 333, Manchester, IA 52057, (563) 927-4164
Grantors: Ruth Harbach Revocable Trust dated November 30, 2004 Grantee: Lake Delhi Recreation Association, Inc.

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 of their mutual promises and performances herein agree as follows:

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

That part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Fourteen (14) described as commencing at the Northwest corner of said Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and running thence East one hundred fifty three and four-tenths (153.4) feet to the point of beginning, thence South 32° 50' East three hundred one (301) feet, thence North 84° 07' East two hundred twelve and seven-tenths (212.7) feet, thence South 12° 13' West one hundred seventy six and one-tenth (176.1) feet, thence South 3° 00' East two hundred forty four and five-tenths (244.5) feet, thence North 82° 20' East one hundred sixty seven (167) feet, thence North 34° 40' East two hundred two and five-tenths (202.5) feet, thence North 22° 25' East two hundred ninety four and seven-tenths (294.7) feet, thence South 81° 55' East three hundred thirty five (335) feet, thence North 26° 15' East fifty eight (58) feet, more or less, to a point on the East line of said Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) that is one thousand one hundred ten and one-tenth (1110.1) feet North of the Southeast corner of said Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), thence North to the Northeast corner of said Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), thence West to the point of beginning; and

The South one-half (S½) of the Northeast Quarter (NE¼) of Section Fourteen (14), except commencing at the Southwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and running thence North five hundred ten (510) feet along the West line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), thence South 71° 54' East two hundred fifty four and three-tenths (254.3) feet, thence

South 3° 00' East four hundred thirty one (431) feet to the South line of said Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), thence West two hundred eighty (280) feet to the point of beginning; and also except 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

2. Association owns 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 a perpetual pipeline easement running with the land measuring a minimum width of 20' from the Maquoketa River across Harbach's property, described above, to Parcel AA, above, for unlimited transport and conveyance of sand, siltation and other such dredge material by buried pipeline to and from the property.

4. The precise location of the pipeline easement shall be identified and established by agreement of the parties prior to installation of the pipeline. Upon installation of the pipeline, the installed pipeline shall constitute the center-line of the pipeline easement.

5. The Association shall have the right of entry to the pipeline easement area through the Harbach property, at reasonable hours and with reasonable notice to Harbach as the circumstances permit and call for, to inspect and maintain the pipeline.

6. The Association shall have the responsibility to maintain the easement area for the purposes set forth in this Agreement. However, each party shall prevent encroachment upon or interference with the Association's usage of the easement area, including but not limited to the removal and clearing of vegetation, trees, other growth and any other impediments to the Association's continued and uninterrupted usage of the easement area for the purposes stated herein.

7. The duration of this agreement shall be perpetual, and its terms shall run with the land and be binding upon each party's successors, heirs and assigns.

Dated this 27th day of October, 2009.

Ruth Harbach Grantor

STATE OF IOWA, DELAWARE COUNTY, ss.

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 the State of Iowa

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

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