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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return after recording return to: Matthew J. Hektoen, SIMMONS PERRINE MOYER BERGMAN PLC, 115 Third Street S.E., Suite 1200, Cedar Rapids, IA 52401-1266; telephone 319-366-7641

ACCESS AND RECREATION EASEMENT AGREEMENT

RECITALS

A. Marty Pottebaum ("*Pottebaum*") is the owner of a portion of certain real estate located in Delaware County, Iowa and legally described as:

> Parcel EE, part of the SW ¼-NW ¼ of Section 29, and part of the SE ¼-NE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa as shown in Plat of Survey recorded in Book 2013, Page 1887 in the records of the Delaware County, Iowa Recorder ("*Parcel EE*")

B. Pottebaum is also the owner of certain real estate located in Delaware County, Iowa and legally described as:

> Parcel FF, part of SE ¼-NE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa as shown in Plat of Survey recorded in Book 2013 Page 1887 in the records of the Delaware County, Iowa Recorder's Office ("*Parcel FF*")
>
> AND
>
> Parcel GG, part of the SE ¼-NE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa as shown in Plat of Survey recorded in Book 2013 Page 1887 in the records of the Delaware County, Iowa Recorder's Office ("*Parcel GG*")
>
> AND

Lot 2, part of Lot A of Connolly's Riverview Addition, NE ¼-NE ¼ and the SE ¼-NE ¼ Section 30, T88N, R4W, Delaware County, Iowa as shown in Plat of Survey recorded in Book 2013 Page 1887 in the records of the Delaware County, Iowa Recorder's Office ("*Lot 2*")

C. Pottebaum desires to reserve unto himself an easement for access and recreation purposes over the following described property:

All of Parcel EE ("*Parcel EE*"), part of the SW ¼-NW ¼ of Section 29, and part of the SE ¼-NE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa as shown in Plat of Survey recorded in Book 2013, Page 1887 in the records of the Delaware County, Iowa Recorder EXCEPTING any portion thereof lying within the boundaries of Parcel L of "Tract No. 4" (Plant Site), part of the SW ¼-NW ¼ Section 29 and part of the SE ¼-NE ¼ Section 30, all of T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa as shown in Plat of Survey recorded at Book 7, Page 213, on July 31, 1996 in the records of the Delaware County, Iowa Recorder's Office ("*Area A*")

D. Pottebaum desires to reserve unto himself an easement for recreation purposes over the following described property:

Parcel FF, part of SE ¼-NE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa as shown in Plat of Survey recorded in Book 2013 Page 1887 in the records of the Delaware County, Iowa Recorder's Office ("*Parcel FF*")

E. Area A, Parcel FF and Parcel GG are shown in detail on **Exhibit "A"**, attached hereto and incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the undersigned reserves an easement as follows:

AGREEMENT

1. Easement for Access. Subject to the restrictions described in Section 2, Pottebaum reserves unto himself a non-exclusive, non-assignable perpetual easement and right-of-way over a ramp to be constructed on Area A (the "*Access Easement Area*") for the sole purposes of ingress and egress to and from "Lake Delhi" for portage (the "*Access Easement*"). The Access Easement Area shall be later defined by the exterior boundaries of the as-built ramp.

2. Restrictions on use of Access Easement Area. The Access Easement is subject to the following restrictions on use:

a. Pottebaum shall not be entitled to utilize the Access Easement until the occurrence of all of the following: (i) the full reconstruction of the Lake Delhi Dam, (ii) the impoundment of water up to the old normal pool level (896' above sea level) by the reconstructed Lake Delhi Dam, (iii) the construction of a ramp on the Access Easement Area, and (iv) the construction of a fully-functional fence or other improvement that allows the owner(s) of Parcel EE to control use of the ramp. Nothing in this Agreement shall require the owner(s) of Parcel EE, its successor or assigns, to construct, maintain, repair or replace a water dam, ramp, or any other type or improvement.

b. Use of the Access Easement shall be for the limited purpose of allowing the owner of Lot 2 to launch and retrieve their watercraft. No other individuals shall be entitled to use the Access Easement for any purpose whatsoever.

c. No improvements may be constructed in the Access Easement Area without the prior written consent of the owner(s) of Parcel EE.

d. Use of Access Easement by Pottebaum is made expressly subordinate to the use and needs of the owner(s) of Parcel EE, its successors and assigns, including, but not limited to, the right of the owner(s) of Parcel EE to grant ingress and egress to emergency responders or other related personal and dam maintenance crews. Pottebaum acknowledges and agrees that the owner(s) of Parcel EE may grant additional easements and other interests in real estate to third parties within the Access Easement Area.

e. The Access Easement shall be utilized in accordance with all federal, state, and local laws, rules and regulations, including, but not limited to, any rules promulgated by the Iowa Department of Natural Resources.

3. Grant of Recreation Easement. Subject to the restrictions in Section 4, Pottebaum reserves unto himself a non-exclusive, non-assignable perpetual easement (the "*Recreation Easement*") in the "Riparian Corridor" (as hereinafter defined) for the purpose of the recreational use of the impounded water in the Riparian Corridor (the "*Recreation Easement Area*"). As used in this Section 3, "Riparian Corridor" means the bed and banks of Lake Delhi contained wholly within Area A and Parcel FF.

4. Restrictions on the Recreation Easement. The Recreation Easement is subject to the following restrictions on use:

a. The Recreation Easement shall be utilized in accordance with all federal, state, and local laws, rules and regulations, including, but not limited to, any rules promulgated by the Iowa Department of Natural Resources.

b. The grant of the Recreation Easement is expressly subordinate to the use and operation of the Lake Delhi Dam, including, but not limited to (i) the right of the owner(s)of Parcel EE to construct, reconstruct, maintain, operate, repair and

demolish improvements of any nature whatsoever, (ii) the right of the owner(s) of Parcel EE to dredge Parcel EE and Parcel FF, (iii) the right of the owner(s) of Parcel EE and Parcel FF to temporarily divert the flow of water in the Maquoketa River along with the right of ingress and egress over and through Parcel EE and Parcel FF. Nothing in this Agreement shall require the owner(s) of Parcel EE or Parcel FF, its successor or assigns, to construct, maintain, repair or replace a water dam or other improvement or dredge Parcel FF.

5. Responsibility for Losses. If a claim for any "Loss" (as hereinafter defined) for personal injury or property damage occurring within the Access Easement Area or Recreation Easement Area is asserted against either the owner(s) of Parcel EE and Parcel FF or the owner(s) of Lot 2 and Parcel GG, or both, the owner(s) of Lot 2 and Parcel GG agrees to indemnify, defend and hold harmless the owner(s) of Parcel EE and Parcel FF from any Loss or "Litigation Expense" (as hereinafter defined) if and to the extent arising from any such claim. As used in this Agreement "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense. As used in this Agreement "Litigation Expense" mans any court filing fee, court costs, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting a claim of violation or for indemnification under this Agreement including all reasonable attorneys' fees, and other professionals' fees and disbursements.

6. Successor and Assigns. This Easement shall be binding upon the successors and assigns of the owner(s) of Parcel EE and Parcel FF and the owner(s) of Lot 2 and Parcel GG and shall run with the land.

7. Recitals. The recitals of this Agreement are substantive portions hereof and are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 3/17/14

LAKE DELHI COMBINED RECREATIONAL FACILITY
AND WATER QUALITY DISTRICT

By: Steve Leonard
Its: President

Marty Pottebaum

Shawna Pottebaum

STATE OF IOWA, COUNTY OF Delaware } ss:

This instrument was acknowledged before me this 17th day of March, 2014 by Marty Pottebaum and Shawna Pottebaum, husband and wife.

Notary Public in and for said State
My Commission Expires: 5/25/14

LAURIE A. KRAMER
Commission Number 768175
My Commission Expires
May 25, 2014

STATE OF IOWA, COUNTY OF Delaware } ss:

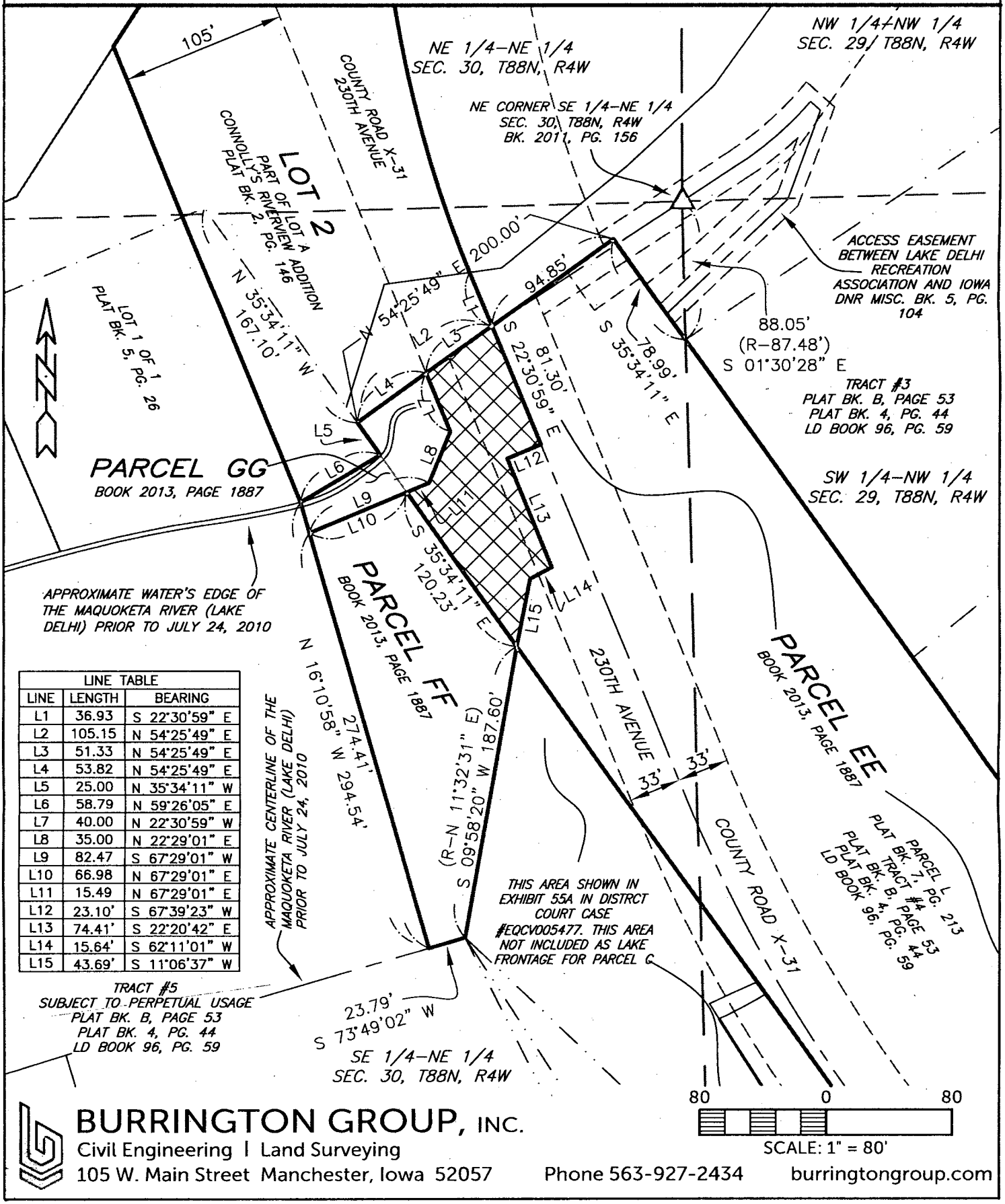
This instrument was acknowledged before me this 17th day of March, 2014 by Steve Leonard, President of the Lake Delhi Combined Recreational Facility and Water Quality District Board of Trustees.

Notary Public in and for said State
My Commission Expires: 5/25/14

LAURIE A. KRAMER
Commission Number 768175
My Commission Expires
May 25, 2014

EXHIBIT A

AREA A ("ACCESS EASEMENT AREA") - CROSS HATCHED PORTION OF PARCEL EE, PARCEL FF, PARCEL GG.
PART OF THE SE 1/4 - NE 1/4 OF SECTION 30, T88N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA
THIS EXHIBIT FOR ILLUSTRATIVE PURPOSES ONLY AND NOT FOR TRANSFER



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.93	S 22°30'59" E
L2	105.15	N 54°25'49" E
L3	51.33	N 54°25'49" E
L4	53.82	N 54°25'49" E
L5	25.00	N 35°34'11" W
L6	58.79	N 59°26'05" E
L7	40.00	N 22°30'59" W
L8	35.00	N 22°29'01" E
L9	82.47	S 67°29'01" W
L10	66.98	N 67°29'01" E
L11	15.49	N 67°29'01" E
L12	23.10'	S 67°39'23" W
L13	74.41'	S 22°20'42" E
L14	15.64'	S 62°11'01" W
L15	43.69'	S 11°06'37" W

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