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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ROAD AGREEMENT

Recorder's Cover Sheet

Preparer Information: Daniel H. Swift, 108 N. Madison, PO Box 207, Manchester, IA 52057 563-927-4901

Taxpayer Information: Paul D. Roberg and Jill A. Roberg, 18500 228th St., Manchester, IA 52057

Return Address: Paul D. Roberg and Jill A. Roberg, 18500 228th St., Manchester, IA 52057

Grantors: see attached

Grantees: Whitetail Ridge Subdivision
Whitetail Ridge 2nd Subdivision

Document or instrument number if applicable:

Prepared by and Return to: Daniel H. Swift, 108 N. Madison, P.O. Box 207, Manchester, IA 52057

Road Agreement

This Road Agreement replaces Section III Road Maintenance and Upkeep in Declaration of Protective Covenants, Conditions, Restrictions and Grants of Whitetail Ridge Subdivision, Delaware County, Iowa recorded in Book 8, Page 15 and amended by instrument recorded in Book 1999, Page 1802 and also Section III Road Maintenance and Upkeep in Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of Whitetail Ridge 2nd Subdivision, Delaware County, Iowa recorded in Book 2013, Page 3245, and Declaration of Ingress/Egress and Electric Line Easement recorded in Book 2015, Page 2080 on August 4, 2015. An existing roadway runs along the northern portion of lots located within Whitetail Ridge Subdivision providing access to the lots contained and included in Whitetail Ridge Subdivision. A Declaration of Ingress/Egress and Electric Line Easement runs along the southern portion of lots located within Whitetail Ridge 2nd Subdivision providing access to the lots contained and included in Whitetail Ridge 2nd Subdivision. The intention of this agreement is to modify the width and location of the roadway, as identified in the Whitetail Ridge Subdivision and the Declaration of Ingress/Egress and Electric Line Easement in the Whitetail Ridge 2nd Subdivision to include all of the lots contained in said Subdivisions which face the existing roadways and are contiguous and attached thereto, and address maintenance and upkeep of the roadway.

Paul D. Roberg and Jill A. Roberg, husband and wife, are the owners of Lot One (1) of Whitetail Ridge Subdivision, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118;

Paul R. Temeyer and Helen N. Temeyer, husband and wife, are the owners of Lot Two (2) and Lot Three (3) of Whitetail Ridge Subdivision, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118;

Randy L. Parrott and Lu Ann K. Parrott, husband and wife, are the owners of Lot Four (4) of Whitetail Ridge Subdivision, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118;

David J. Scherbring and Debra L. Scherbring, husband and wife, are the owners of Lot Five (5) of Whitetail Ridge Subdivision, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118;

Steven L. Moss and Becky M. Moss, husband and wife, are the owners of Lot Six (6) of Whitetail Ridge Subdivision, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118;

Randy Shover and Mary Jo Shover, husband and wife, are the owners of Lot Seven (7) and Lot Eight (8) of Whitetail Ridge Subdivision, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118;

Phillip A. Neuhaus and Olivia Neuhaus, husband and wife, are the owners of Lot Three (3), Lot Four (4), Lot Six (6), Lot Eight (8), Lot Nine (9), and Lot Ten (10) of Whitetail Ridge Subdivision of Lot 1 of Windy Hollow Second Addition, Part of the SE ¼ of Section 4-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2013 Page 3245;

John P. Kelchen, a single person and Cynthia A. Weber, a single person are the owners of Lot Five (5) of Whitetail Ridge 2nd Subdivision a Subdivision of Lot 1 of Windy Hollow Second Addition, Part of the SE ¼ of Section 4-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 3245;

Brian P. Wunn and Lisa J. Wunn, husband and wife, are the owners of Lot Seven (7) of Whitetail Ridge 2nd Subdivision a Subdivision of Lot 1 of Windy Hollow Second Addition, Part of the SE ¼ of Section 4-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 3245;

The above owners hereby agree, consent, transfer, convey, and set aside to all the parties, and agree to the following:

1. CHANGE IN ROADWAY WIDTH AND LOCATION. Phillip A. Neuhaus and Olivia Neuhaus agree to modify the width and location of the existing roadway serving and located within Whitetail Ridge Subdivision and the roadway and easement in the Declaration of Ingress/Egress and Electric Line Easement located in Whitetail Ridge 2nd Subdivision and to perform further work related to same as set forth in this paragraph. The new roadway will be eighteen (18) feet in width and will straddle the boundary line between Whitetail Ridge Subdivision and Whitetail Ridge 2nd Subdivision with nine (9) feet on each side of the boundary of the respective Subdivisions. Phillip A. Neuhaus and Olivia Neuhaus agree to construct the roadway. The constructed roadway will have a final layer of three (3/4) quarter inch standard road rock, four (4) inches thick after a proper base has been established to the satisfaction of the parties hereto. Any material removed from the existing roadway located in Whitetail Ridge Subdivision for the purpose of this construction of the roadway shall be replaced and repaired by Phillip a. Neuhaus and Olivia Neuhaus, husband and wife, with proper fill material and up to six

(6) inches of black dirt being applied so the replaced and repaired will make the areas capable for the growing of grass. Any damaged area will be seeded by appropriate measures and methods to control erosion during the grass-growing period. The newly constructed road will be constructed so that a proper crown is in the middle of the road to prevent erosion pursuant to standards within the roadway construction industry. A ditch shall be created along the South side of the newly constructed road for the purpose of handling water and snow runoff from the road and culverts shall be installed by Phillip A. Neuhaus and Olivia Neuhaus, when necessary to establish and accomplish the relocation of the roadway. Phillip A. Neuhaus and Olivia Neuhaus shall be solely responsible for all repair construction costs and maintenance necessary for the newly constructed roadway for a period of one (1) year after the completion of the construction. Phillip A. Neuhaus and/or Olivia Neuhaus agree to notify the parties hereto when they believe the construction has been completed and this paragraph of the roadway agreement has been satisfied. Philip A. Neuhaus and Olivia Neuhaus agree to construct the Roadway pursuant to the satisfaction of the Parties hereto on or before July 1, 2018.

2. GRANT OF EASEMENT. All owners of lots in Whitetail Subdivision and all owners of Lots 3-10 in Whitetail Ridge 2nd Subdivision hereby grant, convey, and establish in the other a right, and privilege to have non-exclusive use of the roadway for Ingress and Egress for ordinary residential use. This document is intended to be an actual Grant and Conveyance of the Right of Use from all of the parties hereto to the others. In addition, owners of all lots of any attached or extended subdivision shall have non-exclusive use as needed for the same purpose of the same roadway to obtain access for said attached or extended Subdivisions subject to paragraph 3(D) below.

3. MAINTENANCE AND UPKEEP.

A. Maintenance and upkeep of the roadway, including snow removal, shall be shared among all dwelling owners. At such time as all lots are developed (meaning that each lot contains a dwelling) the lot owners shall be responsible for a proportionate share of the cost of maintenance and upkeep as follows:

Subdivision and Lot Number		Proportionate Share
Whitetail Ridge	1	3.75%
Whitetail Ridge	2	6.25%
Whitetail Ridge	3	6.25%
Whitetail Ridge	4	6.25%
Whitetail Ridge	5	6.25%
Whitetail Ridge	6	6.25%
Whitetail Ridge	7	7.50%
Whitetail Ridge	8	7.50%
Whitetail Ridge Second	3	3.75%
Whitetail Ridge Second	4	6.25%

Whitetail Ridge Second	5	6.25%
Whitetail Ridge Second	6	6.25%
Whitetail Ridge Second	7	6.25%
Whitetail Ridge Second	8	6.25%
Whitetail Ridge Second	9	7.50%
Whitetail Ridge Second	10	7.50%

Until such time as all lots are developed, the maintenance and upkeep of the roadway, including snow removal, shall be paid by the owners of the developed lots with the owner of each said developed lot paying a percentage of their ownership as to the whole percentage pursuant to the above schedule. For example, with Lots 1, 2, 4, 5 and 6 Whitetail Ridge developed the total percentage assigned would be 3.75% for Lot 1, 6.25% for Lot 2, 6.25% for Lot 4, 6.25% for Lot 5 and 6.25% for Lot 6, or a total of 28.75%. The share for Lot 1 would then be 3.75% of 28.75% or 13.04%; the share for Lots 2, 4, 5, and 6 would each be 6.25% of 28.75% or 21.74% for a total of 100%. The lot owners shall be liable for their share of the cost when their dwelling is completed, but no later than one year after construction has commenced. Any cost for maintenance, upkeep, snow removal or improvements referred to in Subparagraphs B and C shall be apportioned pursuant to these percentages.

B. The owners of developed lots shall meet annually and designate one owner to act as agent for the others in contracting for necessary maintenance, upkeep and snow removal. Said agent shall be responsible for apportioning the costs among the lot owners. Any amount that remains unpaid by any lot owner more than thirty (30) days after demand by the designated agent shall constitute a lien against said lot owner's property. Said lien shall be established by filing if an Affidavit by the designated agent. Said amount may thereafter be collected by the designated agent on behalf of all developed lot owners who shall also be entitled to recover reasonable attorney fees and Court costs incurred in collecting said amounts.

C. Any improvements to the roadways shall be agreed upon by at least three-fourths of the 16 present lot owners, whether the lots are developed or not, including the decision to install a hard surface on the roadway. Each lot owner, whether developed or not, will be required to pay their proportioned share as stated heretofore in this road agreement. Notice shall be mailed to each lot owner at least ten (10) days prior to any vote

taken by the lot owners on any question of roadway improvement. If approved at least three-fourths of the sixteen (16) of the present lot owners, the proportionate share of the improvement cost shall be paid by each lot owner and shall become a lien against those lots as provided herein.

D. Additional lots from any attached or extended Subdivision will change the contribution amounts and the voting numbers as developed. All additional lot owners shall be bound by substantive terms and conditions of this road agreement and will be required to provide reasonable contribution amounts as proposed by the developer and as approved in writing by the agent described in 3(B) herein. Said approval shall not be unreasonably withheld. Voting members after additional lots are added shall be proportionate to this agreement.

If the lot owners have already constructed a hard surface roadway before any additional lots from any attached or extended subdivisions are added under this provision, the lot owners that contributed to the cost of the hard surface roadway will be reimbursed for the initial cost of the hard surfacing by the new developer of the subdivision that is attaching or extending onto Whitetail Ridge Subdivision and/or Whitetail Ridge 2nd Subdivision at an amount that represents the actual cost of the hard surfaced roadway as depreciated by year over a twenty (20) depreciation schedule. In other words, the cost to the developer will decrease over time, based on this depreciation schedule, depending upon the time the request is made for additional lots or extensions of Subdivisions to the present lot owners and will fix the reimbursement required hereunder.

4. PHILLIP A. NEUHAUS AND OLIVIA NEUHAUS DUTIES.

A. Phillip A. Neuhaus and/or Olivia Neuhaus will be responsible, prior to commencement of the construction, to make certain that all lot pins on both Subdivisions be located and verified by a licensed Surveyor, said lots which may be affected by the road construction, prior to any further development or construction of the roadway. This shall be at the sole expense of Phillip A. Neuhaus and Olivia Neuhaus, husband and wife.

B. Phillip A. Neuhaus and Olivia Neuhaus, husband and wife, agree to reimburse the owners of Whitetail Ridge Subdivision, of all legal costs and expenses associated with the drafting of this road agreement, including all legal fees associated therewith, as submitted by the owners of the lots in Whitetail Ridge Subdivision to Phillip A. Neuhaus and/or Olivia Neuhaus.

5. BINDING AFFECT.

A. This road agreement is binding upon the parties hereto, their heirs, successors, and assigns and is perpetual and runs with the land.

6. COURT JURISDICTION AND COST OF SUIT.

A. The parties hereto agree that proper venue and jurisdiction for any disputes arising from this Road Agreement shall be the Iowa District Court in and for Delaware County, in Manchester, Iowa. Each party hereto submits to the personal and subject matter jurisdiction of said Court.

B. In the event of suit by any lot owner a party hereto, as it relates to this Road Agreement of the enforcement thereof, against any of the other parties hereto, the prevailing party shall be entitled to reimbursement from the other party of all legal expenses, cost, expert fees, and all other expenses, including reasonable Attorney fees, from the other party to the dispute.

DATED THIS 13 DAY OF DECEMBER, 2017.

Paul D. Roberg

Jill A. Roberg

Paul R. Temeyer

Helen N. Temeyer

Randy L. Parrott

Lu Ann K. Parrott

David J. Scherbring

Debra L. Scherbring

Steven L. Moss

Becky M. Moss

~~Steven L. Moss~~ ~~Becky M. Moss~~

Randy Shover

Mary Jo Shover

Phillip A. Neuhaus

Olivia Neuhaus, wife of Phillip A. Neuhaus

John P. Kelchen

Cynthia A. Weber

Brian P. Wunn

Lisa J. Wunn

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 28 day of December, 2017 by Paul D. Roberg and Jill A. Roberg, husband and wife.

KIMBERLY S NABER
Commission Number 773253
My Commission Expires
6-4-2018

Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 20th day of December, 2017 by Paul R. Temeyer and Helen N, Temeyer, husband and wife.

JILL A. ROBERG
Commission Number 731835
My Commission Expires
12/7/2019

Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 20 day of December, 2017 by Randy L. Parrott and Lu Ann K. Parrott, husband and wife.

JILL A. ROBERG
Commission Number 731835
My Commission Expires
12/7/2019

Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 20 day of December, 2017 by David J. Scherbring and Debra L. Scherbring, husband and wife.

Jill A Roberg
Notary Public in and for the State of Iowa

JILL A. ROBERG
Commission Number 731335
My Commission Expires
12/7/2019

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 20 day of December, 2017 by Steven L. Moss and Becky M. Moss, husband and wife.

JILL A. ROBERG
Commission Number 731335
My Commission Expires
12/7/2019

Jill A Roberg
Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 13 day of December, 2017 by Randy Shover and Mary Jo Shover, husband and wife.

JILL A. ROBERG
Commission Number 731335
My Commission Expires
12/7/2019

Jill A Roberg
Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 28 day of December, 2017 by Phillip A. Neuhaus and Olivia Neuhaus, husband and wife.

JILL A. ROBERG
Commission Number 731335
My Commission Expires
12/7/2019

Jill A Roberg
Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

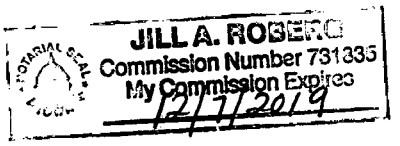
This instrument was acknowledged before me on this 20 day of December, 2017 by John P. Kelchen and Cynthia A. Weber.

JILL A. ROBERG
Commission Number 731335
My Commission Expires
12/7/2019

Jill A Roberg
Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 24 day of ~~December~~ January 2018, ~~2017~~ by Brian P. Wunn and Lisa J. Wunn, husband and wife.



Jill A. Roberg
Notary Public in and for the State of Iowa