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DELAWARE COUNTY IOWA
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DEBORAH L. PENTON
DELAWARE CO. RECORDER
11.00

reparer information Mary Lou Tracey 105 N. Franklin St. Manchester, IA 563/927-4925

EASEMENTS AND AGREEMENT

These easements and agreement made this 14th day of December, 2001, by and between James W. Hill and Eva E. Hill, husband and wife, hereinafter referred to as First Parties, and Brian Oberreuter and Kathy Oberreuter, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, hereinafter referred to as Second Parties, witnesseth:

Whereas, First Parties own Lot 44 and 45 of Henry Acers' Addition to Manchester, Iowa;

Whereas, Second Parties are purchasing under contract the E½ of said Lot 45 from First Parties;

Whereas, Second Parties desire access to, from and around the automatic car wash building located on property they are purchasing;

Now, therefore, in consideration of $1.00 and other valuable consideration, receipt of which is hereby acknowledged, it is agreed between the Parties as follows:

1. First Parties grant unto Second Parties, their successors and assigns, a perpetual easement, which will run with the land, for the purpose of access over and across their lands adjoining and abutting the land being purchased under contract, said easement being described as follows:

> Beginning at the Southwest corner of the existing car wash building located on the E½ of Lot 45, Henry Acers' Addition, thence North along the West side of said building to the Northwest corner thereof, thence West 30', thence South on a line parallel to the West side of said building to a point 30' North and 30' West of the Southwest corner of said building, thence West to the West line of Lot 45, Henry Acers' Addition, thence South 30' along said West line, thence East a distance of 132' more or less to the point of beginning.

2. First Parties further grant unto Second Parties, their successors and assigns, an easement described as follows:

> Beginning at the Northwest corner of the existing car wash building located on the E½ of Lot 45, Henry Acers' Addition, thence East a distance of 72', thence North 40', thence West 40', thence South 20', thence West 62', thence South 20', thence East 20' to the point of beginning.

This easement is not perpetual and shall become effective on December 30, 2001, and shall expire and be of no further force or effect at midnight on December 31, 2010.

3. Second Parties agree to maintain said easements and pay for any cost of improvement or repairs.

4. Second Parties shall hold First Parties harmless from any liability on account of the use of the easements by Second Parties, their guests, invitees, agents or customers of the car wash.

SECOND PARTIES

Brian Oberreuter

Kathy Oberreuter

FIRST PARTIES

James W. Hill

Eva E. Hill

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on February 7, 2002, by James W. Hill and Eva E. Hill, husband and wife; Brian Oberreuter and Kathy Oberreuter, husband and wife.



Janice Russ
Notary Public in and for
the State of Iowa