301 E. Main. 16
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DEBORAH L. BENTON
DELAWARE CO. RECORDER
16.00

Preparer Information: Mary Lou Tracey 105 N. Franklin St. Manchester, IA 563/927-4925

# EASEMENT AND AGREEMENT

This Easement and Agreement made this 16th day of June, 2003, by and between Craig R. Meyer and Ann M. Meyer, husband and wife, hereinafter known as First Parties, and James W. Hill and Eva E. Hill, husband and wife, hereinafter known as Second Parties, witnesseth:

WHEREAS, First Parties are the owners of real estate described as follows:

> Parcel D in the SE¼ of the SW¼ of Section 25, Township 89 North, Range 6, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 69;

WHEREAS, Second Parties are the owners of land abutting that of First Parties on the East, upon which land they house, maintain and build ultra-light aircraft and from which land they operate said aircraft;

WHEREAS, Second Parties are desirous of an easement over a portion of First Parties' land as a grass runway for the takeoff and landing of the ultra-light aircraft of Second Parties, their guests and invitees;

NOW, THEREFORE, it is agreed between the Parties as follows, to-wit:

1. For the consideration of $1.00, receipt of which is hereby acknowledged, and other valuable consideration, First Parties grant unto Second Parties an easement over their land described as follows:

> Commencing at the NE corner of said Parcel D, which is on the centerline of the county road, thence South 00°11'43" East, 200 feet, along the East line of said Parcel D, thence NWly and parallel with the centerline of said county road to the West line of said Parcel D, thence North 00°11'43" West, 200 feet, to the NW corner of said Parcel D, thence South 66°04'01" East 219.14 feet along the centerline of the county road to the point of beginning.

2. The easement shall be solely for the purpose of a grass runway for takeoffs and landings for the ultra-light aircraft of Second Parties, their guests and invitees, and no aircraft shall be allowed to remain longer than necessary on the easement nor shall any aircraft be stored or parked on the easement; First Parties shall erect no structures on the easement that might interfer with its use as a runway.

3. Second Parties shall be responsible for maintenance, upkeep and repair of the easement, and First Parties shall bear no expense therefor.

4. Second Parties shall hold First Parties harmless from any and all liabilities as a consequence of any acts of negligence or omission on the part of Second Parties, their guests and invitees.

5. This easement shall be binding on the parties hereto, their heirs, successors and assigns, until June 16, 2013, or upon the death or disability of James W. Hill, whichever shall occur first.

FIRST PARTIES

Craig R. Meyer

Ann M. Meyer

SECOND PARTIES

James W. Hill

Eva E. Hill

STATE OF IOWA )
) ss:
DELAWARE COUNTY )

On this 20th day of August, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig R. Meyer and Ann M. Meyer, husband and wife, James W. Hill and Eva E. Hill, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Janice Russ
Notary Public in and for
the State of Iowa

JANICE RUSS
COMMISSION # 176244
MY COMMISSION EXPIRES
9-29-03