Joe Hoffmann
2705 190th Ave
Manchester, IA

DELAWARE COUNTY IOWA
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DEBORAH L PEYTON
DELAWARE CO RECORDER
22.00

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS

This Agreement entered into this 29 day of September, 2004, by and between J. L. Hoffmann and Dorothy A. Hoffmann, husband and wife, (hereafter "First Parties") Lakeside Properties LLC by Ken Kehrli (hereafter "second party")

WHEREAS, Second Party is purchasing from First Parties the following the following real estate located in Delaware County, Iowa (referred to herein as the "Kehrli" property):

Parcel K, Part of "Fish & Game Clubhouse Lot", Section 18, T89N, R5W of the Fifth P.M., Delaware County Iowa, according to plat recorded in Book 2004, Page 2682; also Lot Two (2) of "Louis Pinter Place" in Northeast One-Quarter of Southeast One-Quarter of Section 18, Delaware Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 38; all in the NE¼ of the SE¼, Section 18, T89N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 156.

AND WHEREAS, First Parties own two (2) parcels of real estate adjacent to the premises being purchased by Second Party which parcels are legally described as follows (referred to herein as the "Hoffmann" property):

Parcel H of "Fish and Game Parking Lot" and part of "Fish and Game Clubhouse Lot" in Sections Seventeen (17) and Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa, according to plat recorded in Book 2004, Page 2682 and Lot Five (5) of Pinter Family Subdivision in the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M. according to plat recorded in Book 8 Plats, Page 156.

AND WHEREAS, the parties wish to enter into an agreement regarding a mutual easement for access to the parcels and further wish to restrict the usage of the herein described premises as described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. First Parties retain for themselves, their invitees, agents and employees an easement over and across the Kehrli property so as to provide access from the roadway to the Hoffmann property. In addition, First Parties grant to Second Party, on behalf of Second Party, their invitees, agents and employees an easement over that portion of

the Hoffmann property so as to provide access from the roadway to the Kehrli property. Said easement shall be for the purpose of ingress and egress and shall be for the benefit of the parties hereto, their heirs, successors and assigns.

2. With regard to said easement area, the parties shall jointly use the same. The parties agree that the access will not be obstructed by vehicles or other items left or parked on the roadway so as to prevent the free and uninterrupted use of the driveway by all parties lawfully using the same.

3. Each of the parties agree to pay one-half of the cost of maintaining said driveway in reasonably good condition and shall each pay one-half of the cost of reconstruction as may be needed in the future. Provided however, that either party or anyone claiming usage of the premises through either party which causes damage to the driveway through negligence on the part of such party shall be wholly responsible for any such damage caused by such negligence.

4. There is currently a shooting range located on the Hoffmann property. First Parties agree that said premises shall not be used as a shooting range without the consent of Second Party or the then owners of the Kehrli property. Provided however, that nothing in this agreement shall prevent First Parties, their agents, invitees, employees, or their heirs, successors and assigns from hunting on the Hoffmann property.

5. The parties agree that both the Hoffmann property and the Kehrli property shall be subject to the following restrictions in use:

    a) No animals of any kind shall be raised or bred on the property nor shall animals be maintained on the property for any commercial purpose.

    b) The premises shall be kept free of weeds and debris and shall further be kept free from junk, rubbish, trash, garbage, junk vehicles or other waste except that building materials may be temporarily stored on the premises for immediate construction of a structure thereon.

    c) No commercial activity shall be carried out on the property which involves the following:

        1. Commercial livestock operation;
        2. Salvage yard business, used car business, or business of a similar nature;
        3. Any commercial activity involving the collection or storage of hazardous waste materials;
        4. Any commercial activity that encourages or promotes public nudity, public fighting, boxing or wrestling or any similar type of activity.

6. The covenants and provisions herein set forth in this Agreement shall be enforceable by either party by appropriate legal proceedings whether at law or in equity, commencing with the date of the execution of this contract and at all times in the future after delivery of a deed of conveyance to Second Party.

7. This Agreement shall run with the land and be binding on the parties hereto, their heirs, successors and assigns.

First Parties:

J.L. Hoffmann

Dorothy A. Hoffmann

Second Party:

Lakeside Properties, LLC

by Ken Kehrli, Manager

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 29 day of September, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared J.L. Hoffmann and Dorothy A. Hoffmann, 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.

ALANSON J. FLICKINGER
Commission Number 113007
My Commission Expires
December 10, 2004

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Buchanan, ss:

On this 29 day of September, 2004, before me, a Notary Public in and for the said State, personally appeared Ken Kehrli, to me personally known, who being by me duly sworn did say that that person is Manager (Insert title of executing member) of said limited liability company, that ~~the seal affixed to said instrument is the seal of said~~ (no seal has been procured by the said) limited liability company and that said instrument was signed ~~and sealed~~ on behalf of the said limited liability company by authority of its managers and the said Ken Kehrli acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Alanson J. Flickinger

_____, Notary Public in and for said State.

ALANSON J. FLICKINGER
Commission Number 113007
My Commission Expires
December 10, 2004

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of limited liability companies

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