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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to:

John C. Compton, 116½ W. Mission St., Strawberry Point, IA 52076 563-933-4334

EASEMENT AND USE AGREEMENT

THIS AGREEMENT, made and entered this 29 day of October, 2018 by and between Charles L. Ankrom and Carol Ann Ankrom, husband and wife (hereinafter referred to as Grantors) and Molly Juergens and Jeffrey Juergens, (hereinafter referred to as Grantees) as follows:

WHEREAS Grantors own real estate in Delaware County, Iowa legally described as:

The East 669.47 feet of the Southwest Quarter (SW ¼) of Section Six (6) Township Eight-eight North (T88N) Range Six (6) West of the 5th P.M., and;

WHEREAS Grantees desire to acquire a certain easement (Easement) over and upon the northeast portion of Grantors' property for placement of a billboard.

NOW THEREFORE, in consideration of \$1 and other valuable consideration and in Further Consideration of the mutual terms and covenants contained herein the parties agree as follows:

1. Grantees shall have the right to construct a billboard (10' x 30') in size upon Grantors' land above described at a suitable location approximately 15 feet from the Grantors' fence and with the message portion clearly visible from Highway 20.
2. All costs of construction and maintenance of the sign shall be the responsibility of the Grantees. Grantors shall maintain insurance on the sign. In the event of damage to or destruction of the sign proceeds from insurance will be first used for repairs/replacement. Grantees will keep the sign and billboard site and all improvements thereon in good repair and well maintained.
3. Grantees will have access rights for ingress and egress to and from the sign site through Grantors' acreage or other agreeable access. Vehicular access shall be limited to such times as no crops are present, such as spring prior to planting and fall after harvest.
4. Grantees shall comply with all applicable laws, ordinances and regulations at Grantees' cost. Any message contained on the billboard sign shall be reflective of Christian values in a non-offensive manner.

Adv.
Molly Juergens
1308 North 6th St.
Manchester, IA 52057

5. Grantees shall not materially interfere with the use by and activities of Grantors on the property and shall use such routes and follow such procedures on Grantors' property as result in the least damage and inconvenience to Grantors. Grantees will be responsible for repairs/restoration for any damage to Grantors which occurs in connection with the exercise of the Easement.

6. Grantees hereby covenant and agree to indemnify Grantors, their agents, heirs, executors and successors-in-interest and hold them harmless from any and all loss, costs or obligations incurred or caused by exercise of the Easement.

7. Grantors may terminate this Easement and all rights granted herein any time after one (1) year of continuous non-use of the Easement, and lack of a billboard placed on Grantors' property. In the event of vacation of the Easement Grantees will quit claim the Easement to Grantors.

8. This instrument shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto, their heirs, executors and assigns and shall run with the land.

Grantors

Grantees

Charles L. Ankrom
Charles L. Ankrom

Molly Juergens
Molly Juergens

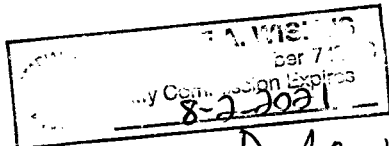
Carol A. Ankrom
Carol A. Ankrom

Jeffrey Juergens
Jeffrey Juergens

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on 10-29-2018 by Charles L. Ankrom and Carol A. Ankrom, husband and wife.

Laurie A. Wiskus
Notary Public, State of Iowa



STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on 10-29-2018 by Molly Juergens and Jeffrey Juergens, wife and husband.

Laurie A. Wiskus
Notary Public, State of Iowa

