AGREEMENT

It is hereby agreed this 18th day of June, 1990, by and between the City of Colesburg, Iowa, a municipal corporation, and Charles Funk, as follows:

Whereas, the City of Colesburg, Iowa, is the owner of an easement, recorded in Book N at page 56 of the records of Delaware County, Iowa, twenty feet in width laying along a centerline described on the attached plat; and

Whereas, Charles Funk is the owner of certain real estate on which the said easement lies; and

Whereas, Charles Funk desires to build a building to be situated over and across said easement; and

Whereas, said easement contains a sanitary sewer belonging to the City of Colesburg, Iowa; now

Therefore, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The City of Colesburg, Iowa, agrees that upon the following conditions, Charles Funk may build a building across the above described easement.

2. The City of Colesburg, Iowa, and Charles Funk agree that the easement recorded at Book N at page 56 of the records of Delaware County, Iowa, is a valid easement and is in no respect altered by this agreement and is still a complete easement for the use intended across said real estate.

3. Other than building the building across said easement, Charles Funk agrees to do nothing to interfere with said easement.

4. Charles Funk agrees not to damage said sanitary sewer during construction or maintenance of the building, and to construct said building in such a manner as to avoid damaging said sanitary sewer.

5. Charles Funk agrees not to lower the covering ground over the sanitary sewer by any appreciable amount.

6. In the event it is necessary to obtain access to the sanitary sewer which would be under the building, Charles Funk specifically agrees that the City of Colesburg, Iowa, may in its sole discretion, relocate said sanitary sewer in the event work is needed on said sanitary sewer, and said Charles Funk agrees to pay all costs of said relocation. Said line may be relocated in the sole discretion of the City of Colesburg, Iowa for any reason

FILE No. 22-3040
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 22 DAY OF June, 1990 AT 11:16 O'CLOCK A. M. BOOK 2 PAGE 47
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

the City of Colesburg, Iowa, may deem necessary, including but not limited to the need to maintain the sanitary sewer, replace the sanitary sewer or otherwise to have access to said sanitary sewer.

7. Charles Funk further specifically agrees to hold the City of Colesburg, Iowa, harmless from any suits, actions, judgments, claims, threats of actions, due to the location of the building on said easement, including, but not limited to any such actions arising from the accumulation of any gases, water, sewerage, settling, or cave-ins.

8. Charles Funk further specifically agrees not to bring any action, suit or claim on his behalf or on the behalf of any other person as a result of any claim or supposed claim arising out of the location of said building on said easement.

9. This agreement shall run with and be binding on the land described herein, and further shall bind the heirs, assignees, executors, personal representatives and successors of the parties hereto.

Dated at Colesburg, Iowa, this 18th day of June, 1990.

CITY OF COLESBURG, IOWA

By: Evert Klaus
Evert Klaus Mayor

Charles Funk
Charles Funk

Attest: Dawn Bolsinger
Dawn Bolsinger City Clerk

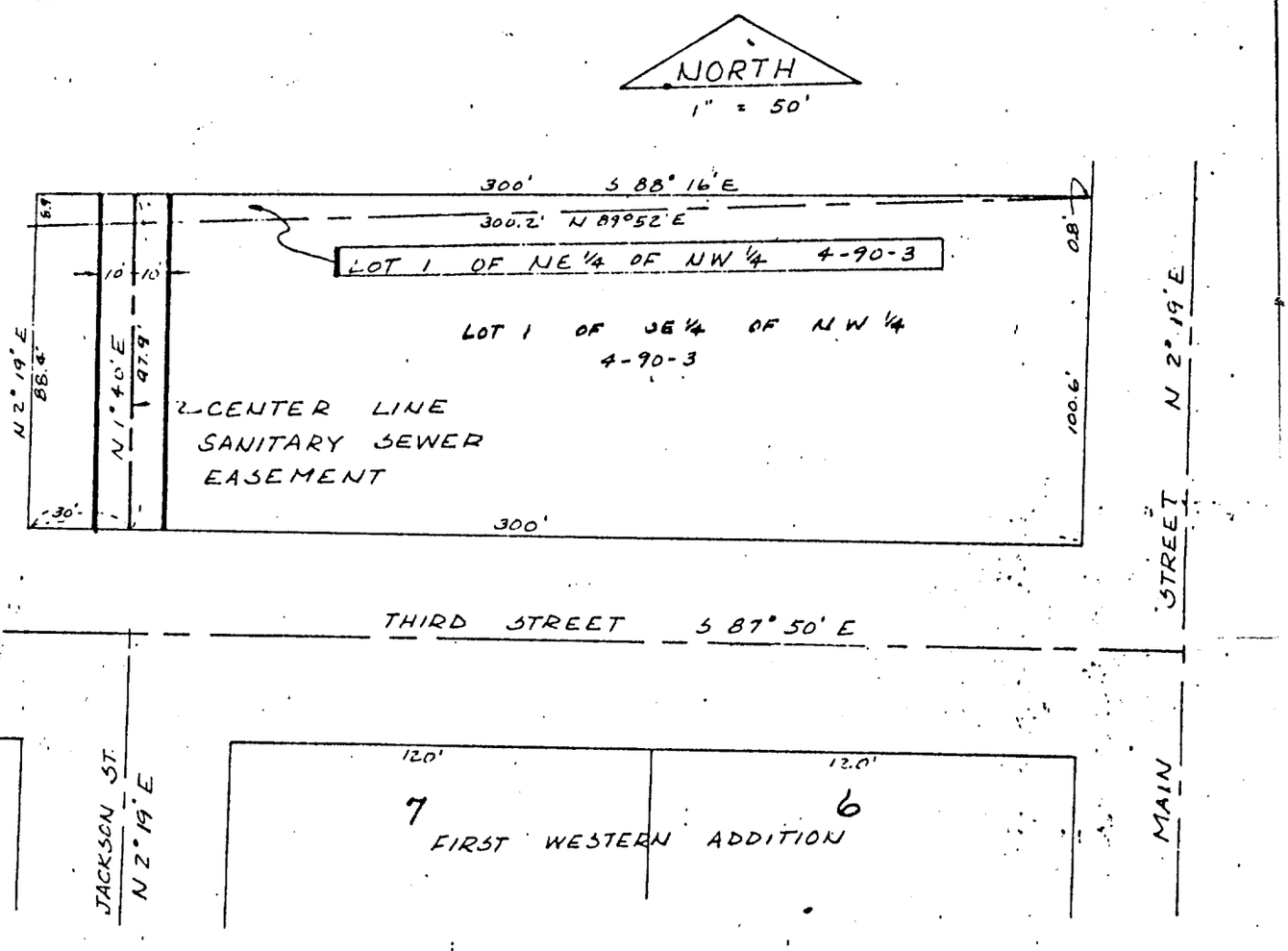
Subscribed and sworn to before the undersigned Notary Public by Charles Funk this 18th day of June, 1990.

Janice Klaus
Notary Public in and for the State of Iowa
Janice Klaus

On this 18 day of June, 1990, before me, Janice Klaus, a Notary Public in and for the State of Iowa, personally appeared Evert Klaus and Dawn Bolsinger, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Colesburg, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No._____ passed (or the resolution adopted) by the City Council, under Roll Call No._____ of the City Council on the _____ day of _____, 19___, and that Evert Klaus and Dawn Bolsinger acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(SEAL)

Janice Klaus
Notary Public; my commission expires
Janice Klaus



The above plat shows a sanitary sewer easement 20' in width with a Center line described as follows:

Commencing at the Southwest corner of Lot 1 of the subdivision of the SE¼ of the NW¼ of Section 4, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa; thence S 87° 50' E 30.0 feet to the point of beginning; thence N 1° 40' E 97.9 feet to a point which is S88°16' E 29.2 feet from the Northwest corner of Lot 1 of the Subdivision of the NE¼ of the NW¼ of Said Section 4.