City of Edgewood
Box 397
Edgewood IA
52042

1128
DELAWARE COUNTY IOWA
FILED
1998 SP 28 AM 11:34
BOOK 8 PAGE 118
DEBORAH L PEYTON
DELAWARE CO RECORDER
$21.00

This instrument was prepared by Attorney William G. Blum, 700 Locust, Suite 196, Dubuque, Iowa 52001, 319-557-1310.

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to

EDGEWOOD FEED MILL, INC.

hereinafter referred to as GRANTOR, by the **CITY OF EDGEWOOD, IOWA,** hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove public utilities including a sanitary sewer and water lines as shown on plat attached as Exhibit "A," over, across, and through the land of the GRANTOR situated in Delaware County, State of Iowa, said land being described as follows:

> Lots 9 and 11 of the subdivision of the NE¼ of the NE¼ of Section 3, Townhsip 90 North, Range 5 West, of the 5th P.M., in the City of Edgewood, Delaware County, Iowa,

together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns, for the purposes of this easement.

The easement shall be twenty feet in width, as shown on Exhibit "A," which is attached hereto and hereby incorporated by reference. The GRANTORS also grant a forty feet temporary construction easement to be used for any initial construction.

It is understood and agreed that the GRANTEE hereby shall restore the disturbed area due to the installation or repair of any utilities.

GRANTOR shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the City Council.

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GRANTOR shall not change the grade, elevation, contour or perform any construction or excavation that will diminish the lateral support of said improvement without obtaining the prior written consent of the City Council.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 23 day of September, 1998.

EDGEWOOD FEED MILL, INC.,

By _____ (SEAL)

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 23rd day of September, A.D. 1998, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared

KEVIN PERRINJAQUET,

to me personally known, who being by me duly sworn, did say that he is the President and Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Kevin Perrinjaquet as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

RICHARD H HOOD NOTARIAL SEAL IOWA

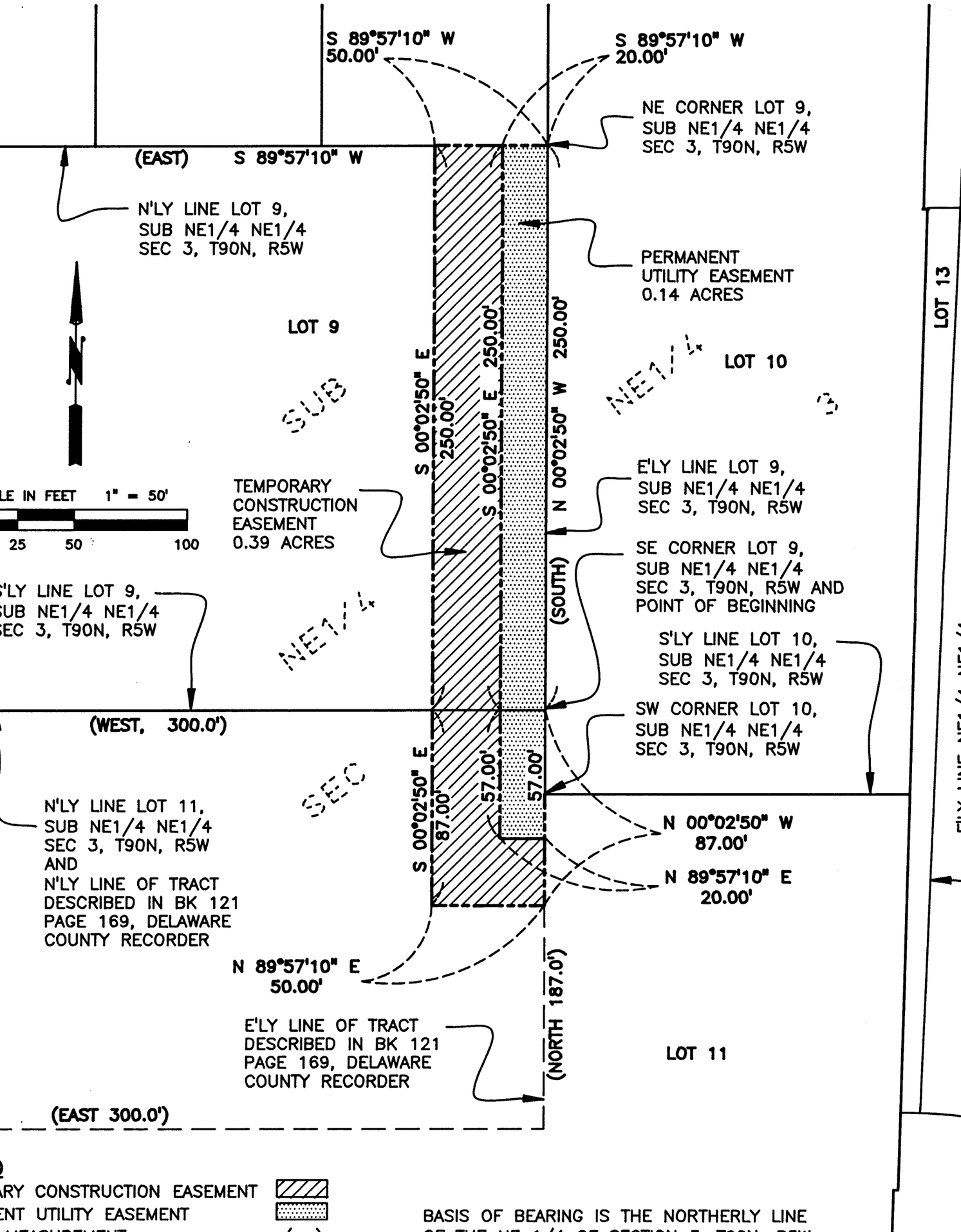
Richard H Hood

NOTARY PUBLIC, IN AND FOR THE STATE OF IOWA.

D BY: LAWRENCE A. BOYER WHKS & CO., 450 CENTRAL AVENUE, DUBUQUE, IOWA 52001 (319

UTILITY EASEMENT

IN LOTS 9 AND 11 OF THE SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 3, T90N, R5W, OF THE 5TH P.M. CITY OF EDGEWOOD, DELAWARE COUNTY, IOWA



DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

IN LOTS 9 AND 11 OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, T90N, R5W OF THE 5th P.M. CITY OF EDGEWOOD, DELAWARE COUNTY, IOWA.

Beginning at the Southeast corner of Lot 9 of the Subdivision of the Northeast quarter of the Northeast quarter of Section 3, Township 90 North, Range 5 West of the 5th Principal Meridian, City of Edgewood, Delaware County, Iowa; thence North 00 degrees 02 minutes 50 seconds West, 250.00 feet to the Northeast corner of said Lot 9; thence South 89 degrees 57 minutes 10 seconds West, 50.00 feet along the Northerly line of said Lot 9; thence South 00 degrees 02 minutes 50 seconds East, 250.00 feet parallel with the Easterly line of said Lot 9 to a point on the Southerly line of said Lot 9 being also the Northerly line of Lot 11 of said Subdivision of the Northeast quarter of the Northeast quarter and the Northerly line of that tract of land described in Book 121, page 169 in the Office of the Delaware County Recorder; thence continuing South 00 degrees 02 minutes 50 seconds East, 87.00 feet parallel with the Easterly line of said tract of land; thence North 89 degrees 57 minutes 10 seconds East, 50.00 feet to the Easterly line of said tract of land; thence North 00 degrees 02 minutes 50 seconds West, 87.00 feet to the point of beginning; containing 0.39 acres.

DESCRIPTION FOR PERMANENT UTILITY EASEMENT

IN LOTS 9 AND 11 OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, T90N, R5W OF THE 5th P.M. CITY OF EDGEWOOD, DELAWARE COUNTY, IOWA.

Beginning at the Southeast corner of Lot 9 of the Subdivision of the Northeast quarter of the Northeast quarter of Section 3, Township 90 North, Range 5 West of the 5th Principal Meridian, City of Edgewood, Delaware County, Iowa; thence North 00 degrees 02 minutes 50 seconds West, 250.00 feet to the Northeast corner of said Lot 9; thence South 89 degrees 57 minutes 10 seconds West, 20.00 feet along the Northerly line of said Lot 9; thence South 00 degrees 02 minutes 50 seconds East, 250.00 feet parallel with the Easterly line of said Lot 9 to a point on the Southerly line of said Lot 9 being also the Northerly line of Lot 11 of said Subdivision of the Northeast quarter of the Northeast quarter and the Northerly line of that tract of land described in Book 121, page 169 in the Office of the Delaware County Recorder; thence continuing South 00 degrees 02 minutes 50 seconds East, 57.00 feet parallel with the Easterly line of said tract of land; thence North 89 degrees 57 minutes 10 seconds East, 20.00 feet to the Easterly line of said tract of land; thence North 00 degrees 02 minutes 50 seconds West, 57.00 feet to the point of beginning; containing 0.14 acres.

PROPRIETOR: Edgewood Feed Mill, Inc.

Project 5646B
Sheet 2 of 2

WHKS & CO.
ENGINEERS — PLANNERS — LAND SURVEYORS
450 CENTRAL AVENUE 319-582-5481 DUBUQUE, IOWA 52001-7024