City of Manchester

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DELAWARE COUNTY IOWA
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BOOK 8 PAGE 130
DEBORAH J. FRITTON
DELAWARE CO. RECORDER
16.00

Prepared by Al Miller, Tri-State Engineers

EASEMENT FOR UTILITIES

THIS AGREEMENT made this 12TH day of OCTOBER, 1998, by and between KARUSCO, INCORPORATED, an Iowa Corporation, Party of the First Part; and the CITY OF MANCHESTER, IOWA, an Iowa Municipal Corporation, Party of the Second Part;

WITNESSETH:

That the Party of the First Part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, the perpetual right and easement to enter upon, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove utilities upon, over, along, under and across the following described real estate situated in the City of Manchester, Delaware County, Iowa:

Lots 1,2,3 and 4 of Karusco Subdivision, being a part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Eighty-Nine (89) North, Range Five (5), West of the 5th P.M., EXCEPT the East 75.2 feet of the West 875.2 feet of the South 225 feet of Lot 4, and also EXCEPT the East 24.8 feet of the West 900 feet of the South 217.1 feet of said Lot 4, per plat recorded in Book 6 Plats, Page 116.

THE EASEMENT SHALL BE DESCRIBED AS FOLLOWS:

COMMENCING at the South Quarter Corner of Section Thirty (30), Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth P.M., thence North 89°-59'-00" East along the South line of said Section Thirty (30), 1,290 feet, thence North 0°-50'-40" West 80.00 feet to the North Highway right of way line, thence North 0°-50'-40" West parallel to the East property line 185.00 feet, thence North 31°-13'-39" West 491.34 feet, thence North 89°-10'-44" West 430.15 feet to the POINT OF BEGINNING, thence South 0°-50'-40" East 322.00 feet, thence North 89°-10'-44" West 30.00 feet, thence North 0°-50'-40" West 322.00 feet, thence South 89°-10'-44" East 30.00 feet to the POINT OF BEGINNING, said easement containing approximately 0.22 acre.

The Grantees shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, rebuild, and repair said utilities together with the right to replace, renew and relocate upon, over and under its right-of-way said utilities, or parts thereof, and any appurtenances thereto and the right to remove any and all of said utilities, lines or appurtenances.

The Grantor agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this easement which would interfere with the construction, reconstruction, or maintenance of said utilities without written permission from the Grantee.

This easement and the rights herein described shall be binding upon the Grantor, its successors and assigns. This easement shall be perpetual and shall run with the land.

In Witness Whereof, we hereunto sign our names the day and year last above written.

CITY OF MANCHESTER, IOWA
Grantee

By Milt L. Kramer
Milt L. Kramer, Mayor

Karen K. Cole
Karen K. Cole, City Clerk

KARUSCO INCORPORATED
Grantor

By Richard M. Jones, President
Richard M. Jones, President

Richard M. Jones, Secretary
Richard M. Jones, Secretary

State of Iowa)
) ss:
County of Delaware)

On this 19TH day of OCTOBER, A.D. 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard M. Jones, to me personally known, who, being by me duly sworn, did say that he is the President and Secretary respectively of said corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Richard M. Jones as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

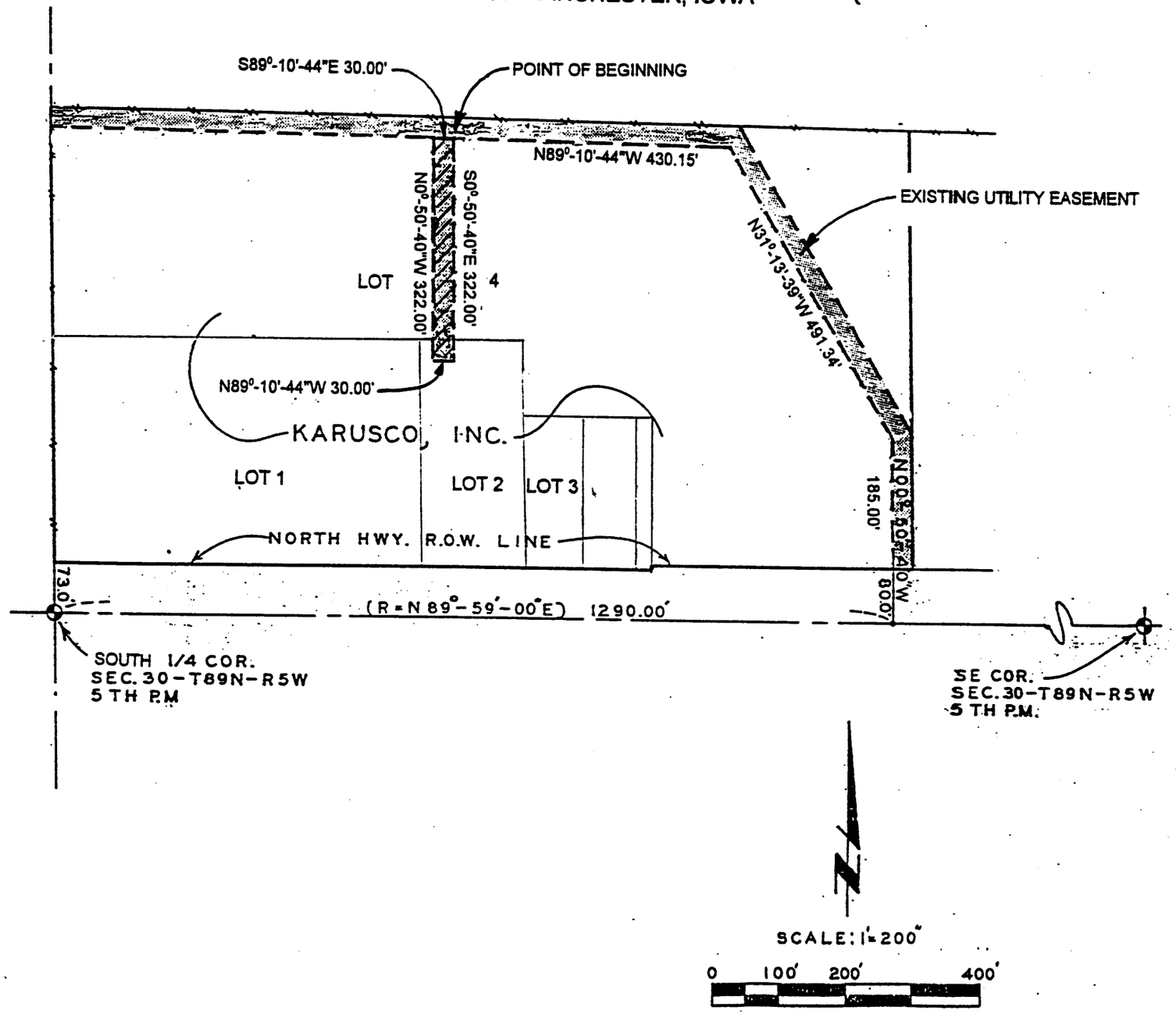
Marlene Wiedenman
Notary Public in and for the State of Iowa
MARLENE WIEDENMAN
Comm# 189460
EXPIRES 4/1/2000

State of Iowa)
)ss:
County of Delaware)

On this 19th day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole to me personally known, who, being first duly sworn did say that they are the Mayor and City Clerk respectively of the City of Manchester, Iowa, executing the within and foregoing instrument, that the seal affixed thereto is the seal of the City of Manchester, Iowa, that said instrument was signed and sealed on behalf of the City of Manchester, Iowa, by resolution of the City Council of the City of Manchester, Iowa, authorizing said execution, and that said Milt L. Kramer and Karen K. Cole as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Manchester, Iowa, by it and by them voluntarily executed.

Linda K. Tutton
Notary Public in and for the State of Iowa
LINDA K. TUTTON

EXHIBIT A - UTILITY EASEMENT
CITY OF MANCHESTER, IOWA



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