City of Edgewood
P.O. Box 387
Edgewood, IA 52042

DELAWARE COUNTY IOWA
FILED
2000 AP 24 PM 2:32
BOOK 200 PAGE 125
DEBORAH L. PEYTON
DELAWARE CO RECORDER
16.00

This instrument was prepared by Attorney William G. Blum, 700 Locust St., 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

GERALD L. PERRINJAQUET AND MARJORIE M. PERRINJAQUET,

hereinafter referred to as GRANTORS, by the **CITY OF EDGEWOOD, IOWA,** hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS do 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 storm sewer over, across, and through the land of the GRANTORS situated in Delaware County, State of Iowa, said land being described as follows:

> The Westerly twenty-five (25) feet of Lots 7 and 8, and the Northerly thirty-two (32) feet of Lot 9, all in Peters' Addition to the City of Edgewood, Delaware County, Iowa,

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

The easement shall be thirty feet in width, as shown on Exhibit "A," which is attached hereto and hereby incorporated by reference. The GRANTORS also grant a fifty 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.

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

GRANTORS 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 GRANTORS, their 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 GRANTORS, their 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 GRANTORS have executed this instrument this 17th day of April, 2000.

By: Gerald L. Perrinjaquet (Seal)

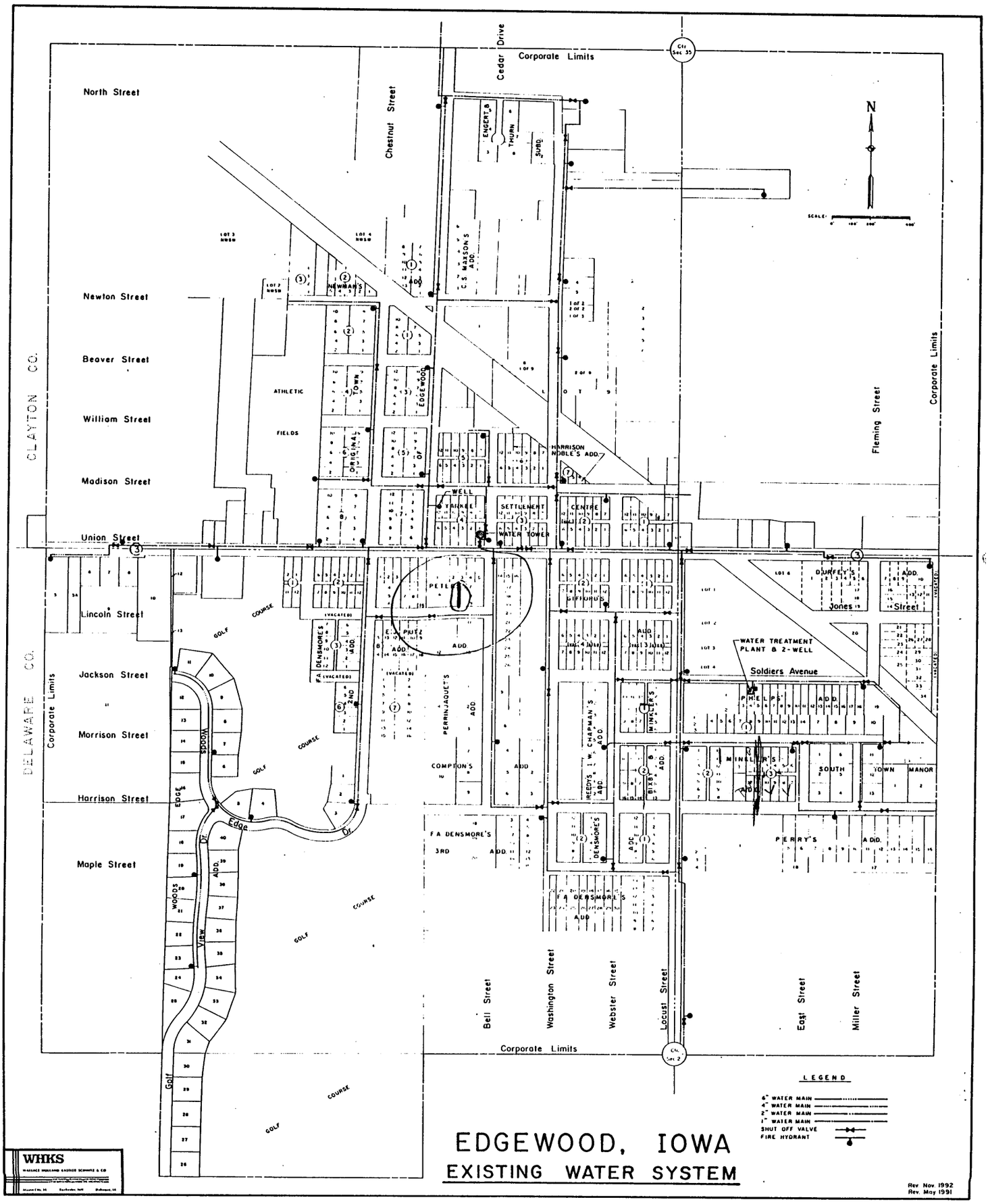
By: Marjorie Perrinjaquet (Seal)

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 04/17/00 day of April, 2000, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared GERALD L. PERRINJAQUET and MARJORIE M. PERRINJAQUET, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public, In and For the State of Iowa.

NOTARIAL SEAL IOWA
MARCIA K. WESSEL
MY COMMISSION EXPIRES
2/8/2000



EDGEWOOD, IOWA

EXISTING WATER SYSTEM

WHKS

Rev. Nov. 1992
Rev. May 1991

JOB NO 4387