DELAWARE COUNTY IOWA
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BOOK 2000 PAGE 832
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$ 11.00

(X) William D. Werger 401 East Main Manchester (319) 927-5920
Preparer Information

ENCROACHMENT AGREEMENT

Concerning:

Parcel 1: Lot One (1), except the East twenty (20) feet thereof, of Peter's Addition to Edgewood Iowa;

Parcel 2: That part of Lot Six (6) of Peter's Addition to Edgewood, Iowa, according to plat recorded in Book 1 Plats, Page 137½, lying Northerly of the Northerly line of Lincoln Street as established by Warranty Deed recorded in Book 25, T.L.D., Page 337.

FOR MUTUAL CONSIDERATIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Jack L. Mather and Sandra J. Mather (hereafter Mathers) are the owners of Parcel 1 and Edgewood Community Childcare and Learning Center (hereafter Edgewood Childcare Center) is the owner of Parcel 2.

2. A building has been constructed on Parcel 2 which slightly encroaches on Parcel 1 by less than one foot.

3. Mathers desire to give to Edgewood Childcare Center an easement to continue the encroachment for so long as the existing encroaching building remains in place.

4. In the event that the building is removed, Edgewood Childcare Center agrees not to rebuild in any way that encroaches on Parcel 1.

5. Edgewood Childcare Center agrees to use the north door of the building only as an emergency exit and not as regular access.

6. Mathers will not object to the existing building or any new improvements being constructed within the 30 foot rear lot line setback area required by the Edgewood zoning ordinance on Parcel 2.

AGREED THIS 2 DAY OF June, 2000.

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

Jack L. Mather

Sandra J. Mather

Subscribed and sworn to before me by Jack L. Mather and Sandra J. Mather this 2ND day of June, 2000

Notary Public in and for the State of Iowa

REGINA R. SELOOVER
MY COMMISSION EXPIRES
05/18/2001

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

Edgewood Community Childcare and Learning Center

By: Shelley A Dolan, President
President

On this 12th day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shelley Dolan to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that he acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

PAUL J. DOLAN
MY COMMISSION EXPIRES
3/6/01

Notary Public in and for the State of Iowa