DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$10.00

Prepared by: Linda Gaul, City of Earlville, Box 188, Earlville, IA 52041 923-3365

ELECTRIC UTILITY AGREEMENT

Steven J. Steffen, doing business as S & R Manufacturing, and being in need of electric service power upgrade for the purpose of conducting business on said premises of S & R Manufacturing within the City of Earlville, said property being described as:

> That part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Five (25), Township Eighty-Nine (89) North, Range four (4), West of the Fifth Principal Meridian described as commencing at a point that is nine hundred eighty nine (989) feet and four (4) inches West of the Southeast corner of said Southwest Quarter (SW 1/4), thence running West three hundred seventeen (317) feet, thence North two hundred ten and four-tenths (210.4) feet, thence East three hundred seventeen (317) feet, thence South two hundred ten and four-tenths (210.4) feet to the point of beginning, excluding that part that lies within thirty-three (33) feet of the centerline of former U.S. Highway, now Margaret Street.

and the **City of Earlville** having the ability to provide electric utility service upgrade to Steven J. Steffen doing business as S & R Manufacturing, and desiring to facilitate business development within the community hereby agree as follows:

1. City of Earlville will upgrade the service at S & R Manufacturing to 300KVA pad mount transformer, with the city to pay for the cost of the primary work, with the transformer and removal of secondary to be paid for by S & R Manuracturing on a reimbursement basis, at the cost of $4,964.00 for said transformer and approximately $1,000.00 for the removal of two secondary transmission poles and all overhead secondary lines from the current transformer bank to the point of connection. Payment to the City of Earlville for these amounts shall be due upon billing from the City of Earlville to Steven J. Steffen.

2. Any other replacement of secondary at that location to be paid directly to the contractor/vendor by Steven J. Steffen, S & R Manufacturing.

3. Steven J. Steffen, in return for the City of Earlville providing the above described improvements, agrees to purchase electric power exclusively from the City of Earlville for a period of Three (3) years and to pay a minimum of $310.00 per month for said service during this Three (3) year period.

4. In the event that Steven J. Steffen sells the above named Property/Business to a third party, and/or ceases to operate business at this location, it is understood that this agreement shall run with the land and only terminate upon expiration of the above-described yearly period. This clause is not to be interpreted so as to obligate Steven J. Steffen subsequent to any date that he may transer the above-described property to any third party; and

5. Steven J. Steffen and the City of Earlville further agree and understand that Steven J. Steffen will be billed for electric service provided at rates consistent with other electric service customary in and about the City of Earlville.

CITY OF EARLVILLE

Date 6-2-00 By: Brian Trapp Brian Trapp

Date 6-2-00 By: Linda Gaul

Date 6-25-00 Steven J. Steffen
Steven J. Steffen

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 2 day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personnally appeared Brian Trapp and Linda Gaul, 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 Earlville, Iowa; and 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 Resolution adopted by the City Council, under Roll Call of the City Council on the 10th day of April, 2000, and that Brian Trapp and Linda Gaul 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.

Elaine M. Diesburg
Notary Public in and for the State of Iowa

ELAINE M. DIESBURG
MY COMMISSION EXPIRES
1-19-2001

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 25th day of September, 2000, before me, the undersigned, a Nortary Public in and for said County and State, personally appeared Steven J. Steffen to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
JANEL M. RIES
MY COMMISSION EXPIRES
1-24-03

Janel Ries
Notary Public in and for the State of Iowa