Recorded: 1/3/2017 at 2:13:08.0 PM
Fee Amount: $12.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 30

Prepared by/Return to: Nathan P. Kass, P.E. & L.S.I., Project Manager
TeKippe Engineering, P.C., P.O. Box 357, Manchester, IA 52057, Ph. (563) 927-2060.

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid to Convenience Store Investments, a Wisconsin limited partnership, hereinafter referred to as Grantor, by the City of Manchester, 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 successors and assigns, a perpetual easement - said easement being a drainage easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain and replace drainage facilities over, provided however that such easement shall not interfere with access to the Grantor's business operation, across and through the land of the Grantor, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

LOT 2 OF KARUSCO SOUTH 2nd SUBDIVISION, a Subdivision of Lot A of Karusco South Subdivision of Part of the E ½ NE ¼ of Section 31 and Part of the NW ¼ of Section 32, all in T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa.

And said easement being as follows (see plat and description recorded in Book 2016, Page 730):

Beginning at the Southwest Corner said of Lot 2;

Thence **North 01°52'53" West, 646.76 feet** along the West Line of said Lot 2 to the South Line of Lot B of said Subdivision;

Thence **North 88°07'17" East, 60.00 feet**;

Thence **North 39°22'07" East, 30.98 feet**, both along said South Line;

Thence **South 04°18'52" East, 107.29 feet**;

Thence **South 01°53'55" East, 120.62 feet**;

Thence Southeasterly 479.86 feet along a 270.00 foot radius curve concave Northeasterly (said curve having a Long Chord of **South 52°48'50" East, 419.16 feet**);

Thence **North 76°16'15" East, 603.81 feet** to the East Line of said Lot 2;

Thence **South 02°40'59" East, 91.70 feet** along said East Line to the South Line of said Lot 2;

Thence **South 76°16'15" West, 1024.50 feet** along said South Line to the Point of Beginning;

Containing **3.757 Acres (163,636 Square Feet)**, subject to any other easements of record.

See "Exhibit A" attached.

Grantee shall at Grantee's sole expense repair and restore the surface of the easement area to the condition existing prior to such entry by Grantee or its agents. 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, the successors and assigns. The provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Dated this 6th day of April 2016.

Tax Payer Information: Convenience Store Investments, 1626 Oak Street, LaCrosse, WI 54603

GRANTOR ACKNOWLEDGEMENT

CONVENIENCE STORE
INVESTEMENTS, A WISCONSIN
LIMITED PARTNERSHIP

By: _____
Michael J. Ancius, President of
Convenience Store Investments, a
Wisconsin limited partnership,
General Partner

State of Wisconsin)
) SS.
County of LaCrosse)

On this 18th day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Michael J. Ancius, to me known, who, being by me duly sworn, did say that he is the President and General Partner of Convenience Store Investments, Inc., a Wisconsin limited partnership, executing the foregoing instrument; that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of this corporation; that he acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

_____
Notary Public in and for the State of Wisconsin

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By: _____
Milt L. Kramer, Mayor

By: _____
Erin Rempe, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this 3 day of January 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Rempe, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; 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 No. 04-2012 passed by Resolution of the City Council under Roll Call No. ____ of the City Council on the 23 day of April, 2012 and Milt L. Kramer and Erin Rempe 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.

_____
Notary Public in and for the State of Iowa

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017