



Book 2018 Page 3250

Document 2018 3250 Type 03 006 Pages 3
Date 11/14/2018 Time 3:15:28PM
Rec Amt \$17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52057 (563) 927-4164
Grantor: Curtis E. Bacon Grantee: Mid-County II, Corp.

EASEMENT

WHEREAS Curtis E. Bacon and Valerie Bacon, husband and wife hereinafter First Party owns the following described real estate:

2015-7043
Lot Six (6) of Friedlein Subdivision, a subdivision of Lot Four (4), except the East two hundred (200) feet thereof, of West Commercial Subdivision of part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Thirty-one (31), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 147;

WHEREAS Mid-County II, Corp. hereinafter Second Party owns the following described real estate:

50-441
Lot Five (5) of Friedlein Subdivision, a subdivision of Lot Four (4), except the East Two Hundred Feet (200') thereof, of West Commercial Subdivision of part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-one (31), Township Eighty-nine North (89N), Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 8, Plats, Page 147;

WHEREAS there is a parking lot of the second party that encroaches onto property of the first party;

It is therefore agreed between the parties in consideration of the promises and performances herein as follows:

1. First Party grants to Second Party an encroachment easement on and over that part of the parking lot which extends from property of the Second Party onto property of the First Party including reasonable access thereto for use.

2. Second Party agrees no further encroachment of any type will be constructed.

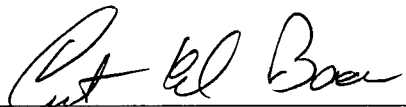
3. Second Party agrees to hold harmless and save in full First Party from any and all liability whatsoever arising from the encroachment.

4. This Easement shall remain effective until such time the parking lot is repaved, removed, or resurfaced. In such event the parking lot shall thereafter be wholly contained within the boundary lines of property of the Second Party and shall not encroach upon property of the First party.

5. First Party shall be allowed to remove portions of the encroaching parking lot necessary to hook onto City sewer on the condition any portion of the parking lot which is removed in the process is repaired and replaced by First Party.

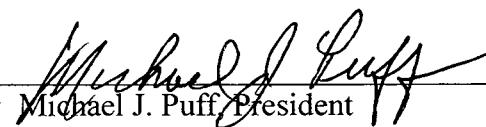
6. This Easement will run with the land and be binding upon the heirs, successors and assigns of both parties hereto.

Dated this 13 day of November, 2018.


Curtis E. Bacon

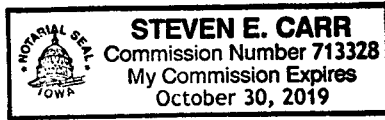

Valerie Bacon

Mid-County II, Corp.


By: Michael J. Puff, President

STATE OF IOWA)
DELAWARE COUNTY)

This instrument was acknowledged before me on November 13, 2018 by
Curtis E. Bacon and Valerie Bacon.



[Signature]
Notary Public in and for the State of Iowa.

STATE OF IOWA)
Fayette COUNTY)



This instrument was acknowledged before me Cathy Link by Michael
J. Puff as President of Mid-County II, Corp.

Cathy Link 11-7-18
Notary Public in and for the State of Iowa