

Recorded: 6/7/2022 at 8:55:42.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 1768

This information prepared by:

Ryan M. Wicks, PE, Fehr Graham, 221 E. Main St., Suite 301, Manchester, IA 52087; 563-927-2060

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT PUBLIC UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That Animal Health International Inc. (hereinafter called "Grantor") in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration to be paid by the City of Manchester, Iowa, do hereby convey unto the City of Manchester, Iowa, a municipal corporation, (hereinafter called "City") a perpetual Easement for Public Utility under, over, through and across the following described real estate:

A parcel of land in the Southeast ¼ of the Southeast ¼ of Section 30,
Township 89 North, Range 5 West of the 5th P.M. as recorded in Book
105, Page 312 as recorded in the office of the Delaware County Recorder.

See attached Exhibit entitled Permanent Utility Easement Exhibit.

(hereinafter called "Easement Area") for the purpose of the permanent right to construct, reconstruct, repair, alter, maintain and operate a public utility together with necessary appurtenances thereto, under, over, through and across said Easement Area for the following described public improvement:

Water Main Project

This easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor shall not erect any landscaping or structure over or within the easement area without obtaining the prior written approval of the City Engineer.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
3. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
4. Easement Runs With Land. This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. Approval By the City. This easement shall not be binding until it has received the final approval and acceptance by the City.
6. Duties of City. The City upon completion of the project shall restore the easement area in good and workmanlike manner to its original condition as nearly as possible, including but not limited to the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures damaged by the Jurisdiction during the course of construction.

Grantee hereby gives notice of Grantors' five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by § 6B.52 of the Code of Iowa.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to warrant and defence the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 26th day of April, 2022.

GRANTOR: Animal Health International Inc.

Steve Shontz
Steve Shontz, Operations Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Delaware County)

On this 26th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Shontz, to me known, who, being by me duly sworn, did say that he is an Operations Manager of said LLC, that no seal has been procured by the LLC; that said instrument was signed on behalf of the LLC, by authority of its managers and the said instrument to be a voluntary act and deed of the LLC.

Kristine A. Zebuhr
Notary Public in and for the State of Iowa

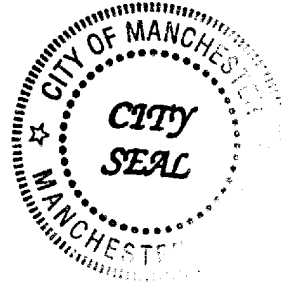


GRANTEE: City of Manchester

Connie Behnken
Connie Behnken, Mayor

ATTEST:

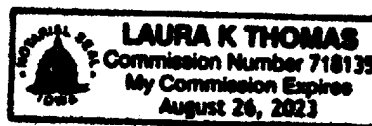
Erin Learn
Erin Learn, City Clerk



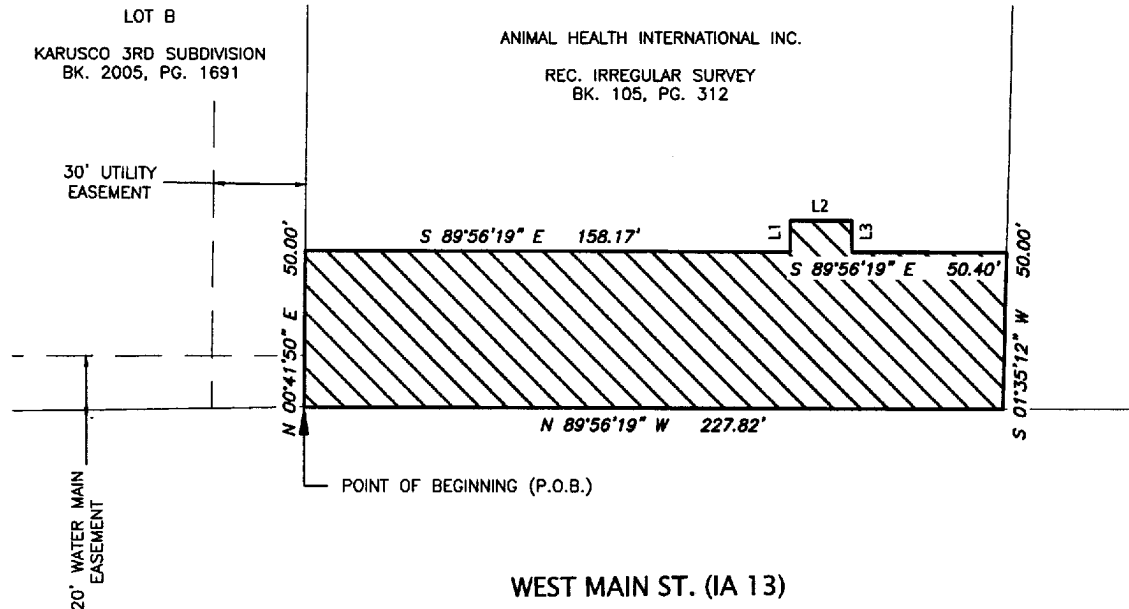
State of Iowa)
) SS
Delaware County)

On this 1th day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF MANCHESTER, IOWA; 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 the Resolution adopted by the City Council, under Roll Call No. 3.8 of the City Council on the 9th day of May, 2022, and that Connie Behnken and Erin Learn 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.

Laura K. Thomas
Notary Public in and for the State of Iowa

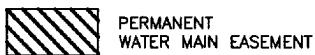


**PERMANENT UTILITY EASEMENT EXHIBIT
IN THE SE 1/4 SE 1/4 OF SECTION 30-T89N-R5W
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA**



BEARINGS

NUMBER	DIRECTION	DISTANCE
L1	N 00°00'00" E	10.00'
L2	S 89°53'16" E	20.02'
L3	S 00°00'00" E	10.00'



PROPRIETOR/OWNER:

ANIMAL HEALTH INTERNATIONAL INC.
1117 WEST MAIN STREET
MANCHESTER, IA 52057

REQUESTED BY:

CITY OF MANCHESTER
208 EAST MAIN STREET
MANCHESTER, IA 52057

LEGAL DESCRIPTION

NOTE: WATER MAIN EASEMENT IS FOR THE CITY OF MANCHESTER.

PERMANENT WATER MAIN EASEMENT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., MANCHESTER, DELAWARE, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT B, KARUSCO 3RD SUBDIVISION;

THENCE NORTH 00°41'50" EAST, 50 FEET ALONG EASTERLY OF SAID LOT B;

THENCE SOUTH 89°56'19" EAST, 158.17 FEET PARALLEL TO IA 13 RIGHT-OF-WAY;

THENCE NORTH 00°00'00" EAST, 10.00 FEET;

THENCE SOUTH 89°53'16" EAST, 20.00 FEET;

THENCE SOUTH 00°00'00" EAST, 10.00 FEET;

THENCE SOUTH 89°56'19" EAST, 50.40 FEET PARALLEL TO IA 13 RIGHT-OF-WAY TO EASTERLY OF ANIMAL HEALTH INTERNATIONAL INC., REC. IRREGULAR SURVEY;

THENCE SOUTH 01°35'12" WEST, 50.00 FEET ALONG EASTERLY OF SAID ANIMAL HEALTH INTERNATIONAL INC. TO IA 13 RIGHT-OF-WAY;

THENCE NORTH 89°56'19" WEST, 227.82 FEET ALONG SAID RIGHT-OF-WAY TO SOUTHEAST CORNER OF LOT B, KARUSCO 3RD SUBDIVISION AND THE POINT OF BEGINNING;

CONTAINING 0.27 ACRE OF PARCEL SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

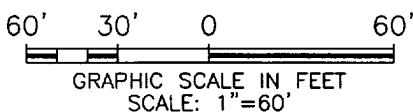
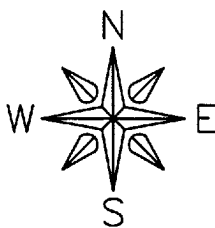


EXHIBIT DRAFTED ON 02/22/2022

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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ILLINOIS
IOWA
WISCONSIN

JOB NUMBER:
22-006

SHEET NUMBER:
1 of 1