



Document 2009 1037

Book 2009 Page 1037 Pages 4

Date 6/05/2009 Time 1:51 PM

Rec Amt \$22.00

Jesson Ruppert, Deputy

BONNIE WHITNEY, COUNTY RECORDER
PALO ALTO COUNTY IOWA

This easement prepared by and return to:

Brian W. Thul, Thul Law Firm, 5000 Thul Business Ctr, 405 Broad St. Whittemore, Iowa 50598 515-884-0022

Easement Agreement for Signage

This agreement effective 4.27.2009 by and between the City of Emmetsburg, Iowa, an Iowa Municipal Corporation, "Emmetsburg," by the Mayor and under the authority of the City Council, and Horizons Unlimited of Palo Alto County, Inc, "Horizons" by its undersigned authorized officers state:

Recitals

Emmetsburg and Horizons have an interest in promoting tourism and local business by creating attractive signage on the following described real estate situated immediately adjacent to Highway 4 on the south side of Emmetsburg located in the southwest corner of the following real estate, to wit:

A part of the fractional Southwest Quarter of the Northwest Quarter (Frt'1 SW ¼ NW ¼) of Section Thirty-one (31), Township Ninety-six (96) North, Range Thirty-two (32) West of the 5th P.M., Palo Alto County, Iowa, more specifically described as follows: Commencing at the Northwest Corner of said Section 31, at a distance of 10.24 feet west of the centerline of Iowa Highway 4, thence South 0°00' East along the west line of said Section 31 a distance of 1308.8 feet, thence North 89°45.6' East a distance of 100.43 feet to a point on the East right of way line of Iowa Highway 4; thence North 89°45.6' East a distance of 552.27 feet, thence South 0°14.8' West a distance of 475.87 feet, thence South 89°45.6' West a distance of 547.75 feet to a point on the East right of way line of Iowa Highway 4, thence North 0°2.3 East along said East right of way line a distance of 175.87 feet, thence Northerly along said East right of way line and along a 16,627.5 foot radius curve, concave westerly and tangent at its beginning to the preceding course, a distance of 300.00 feet to the point of beginning containing 6.000 acres, more or less

EXCEPT The South Ninety-two (92) feet thereof granted to Palo Alto County for highway purposes.

NOTE: The West line of the Northwest Quarter of said Section 31 is assumed to bear due North and South.

hereinafter referred to as "the real estate."

Easement for signage

Page 1 of 4

Horizons is the record title holder of the real estate.

Emmetsburg will fund fully the installation and maintenance of signage welcoming travelers coming into Emmetsburg on the Highway 4 corridor.

The signage will consist of two groupings: a 20 ton etched stone identifying the community and a second sign welcoming travelers in English and Gaelic with "100,000 Welcomes."

Installation of the signs will include excavation, obtaining and preparing the signage on Sioux Quarzite Stones, trenching and lighting, concrete sign mounting and landscaping.

The parties agree as follows:

Section One
Conveyance of Easement

Horizons hereby grants and conveys to Emmetsburg a perpetual easement for the purposes of constructing and maintaining the signage project on the real estate described above.

Section Two
Description of Easement

The easement shall run on, along, in, under and above the described real estate.

Section Three
Consideration

The signage will better and beautify the real estate described and will promote tourism and other business in Emmetsburg which is in the interest of both parties. All expenses of installation, improvements and maintenance will be paid by Emmetsburg.

Section Four
Rights of Easement

Emmetsburg is granted the right to construct, reconstruct, replace, remove, maintain, and use the real estate for the purpose of creating, renovating and repairing the signage.

Emmetsburg shall have the right of ingress and egress on and across the real estate that will cause the least damage, injury or inconvenience to Horizons.

Emmetsburg shall have the right to install electrical lines on, across, under, or over the real estate for the purpose of operating and maintaining the signage.

Emmetsburg shall have the right to plant, seed, fertilize, trim, weed, or otherwise establish trees or flowers and to clear away any vegetation or trash that in the City's opinion is necessary to maintain the attractiveness of the signage.

Emmetsburg shall have the right to light the signage in such manner and at such times as it deems appropriate.

Horizons retains its full rights to use of the described real estate for purposes not inconsistent with the installation, maintenance and the visibility of the signage for persons entering Emmetsburg.

Emmetsburg shall repair any damage it may do to Horizons property in the course of installation or maintenance, and will hold Horizons harmless from and against any and all loss and damage that Emmetsburg, its employees, agents, or subcontractors may cause in connection with installation or maintenance of the signage.

In the event Emmetsburg abandons the signage, it will at its own expense remove all elements of the signage including electrical installation and landscaping and return the area used by it for the signage to the condition it was in before the signage was installed.

Section Five
Covenant Running with the Land

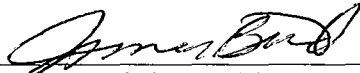
This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of Emmetsburg and Horizons, the parties hereto, and their respective heirs, successors, or assigns.

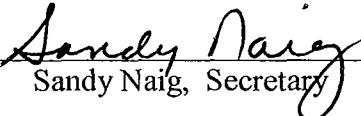
Section Six
Entire Agreement

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness whereof the parties hereto have caused this agreement to be executed to be effective the date first written above.

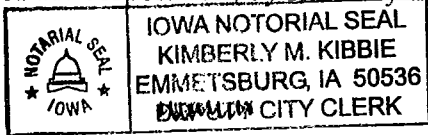
Horizons Unlimited of Palo Alto County, Inc.

By: 
James Bird, President

By: 
Sandy Naig, Secretary

STATE OF IOWA, COUNTY OF PALO ALTO, ss:

On this 27th day of April, 2009, before me, the undersigned, a Notary Public in and for the said State, personally appeared James Bird and Sandy Naig, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument **to which this is attached**, that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that James Bird and Sandy Naig as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Kimberly Kibbie
Notary Public

City of Emmetsburg

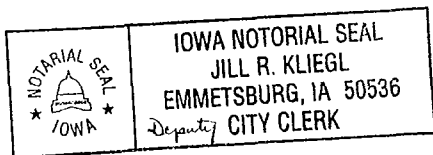
By: [Signature]
John F. Schad, Mayor

By: [Signature]
Kim Kibbie, Clerk

STATE OF IOWA, COUNTY OF PALO ALTO, ss:

On this 27th day of April, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John F. Schad and Kim Kibbie, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Emmetsburg, 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 **introduced, seconded and carried**

on the 27th of April, 2009; and John F. Schad and Kim Kibbie 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.



[Signature]
Notary Public in and for said State.