Roy Hermon & wife

To

City of Winterset

#1813

Fee $1.10

Filed for record the 6 day of Aug. A. D. 1931 at 1:10 o'clock P. M.

Mildred E. Knott Recorder

EASEMENT FOR WATER GALLERY.

KNOW ALL MEN BY THESE PRESENTS; That we, Roy Hermon and Mary Opal Hermon, husband and wife, for and in consideration of the sum of Seventy-Five ($75.00) Dollars, do hereby grant, convey, sell, transfer and warrant to the city of Winterset, Iowa, its successors and assigns, an easement or right-of-way to construct and maintain a line of pipe for supplying water to the city wells, of the construction and type known to water engineers as a water gallery and manholes to enter the same from the surface of the soil, in a strip of land 210 feet wide extending in a Northeasternly direction from the large collecting well constructed by the city of Winterset, Iowa in the spring of 1931 in Section 7, Township 75, North range 27, West of the 5th P. M. to the West bank out of the main channel of Middle river as it now exists. Said strip of land being part of the hereinafter described real-estate in Madison county, Iowa which belongs to said Roy Hermon. And the said Mary Opal Hermon hereby relinquishes all her rights of dower and homestead, in and to the above described strip of land, in so far as the purposes expressed in this instrument are concerned.

To have and to hold this said easement or right-of-way under the said grantee, its successors and assigns from this time on and so long as any structure or property installed hereunder is used or remains in said strip of land .

The Grantee shall have the right to go upon the said strip of land for the purpose of inspecting or repairing said water gallery and manholes and may dig up the soil to enter the manholes. The said water gallery and all manholes shall be at such depth in the soil as the grantee desires except that they must be deep enough to be below plow depth.

The consideration of Seventy-Five ($75.00) Dollars herein before mentioned pays for all damage to crops on the said strip of land for the year 1931 and all damage to present fences and all damage to the use and enjoyment of the said pramises caused by the installation or construction of the said water gallery.

The Grantee, its successors, and assigns may enter upon the premises to remove the said water gallery and any equipment and appurtenances, but any damage to crops after the crop year of 1931 and any damage to the soil or fences after March 1st, 1932 in removing said water gallery or equipment or appurtenances shall be paid for by the Grantee and if damages can not be agreed upon between the parties it shall be determined by three disinterested persons, one appointed by the Grantor, one appointed by the Grantee, one appointed by the two who have been appointed as aforesaid, and their written determination shall be final and conclusive.

This easement or right-of-way does not grant to the Grantee any right in the said strip of land except the right to construct and maintain the said water gallery and manholes and to draw water thereby from the soil and to inspect said water gallery and manholes and to remove the same in accordance with the terms stated in this instrument, and it is conditioned that the Grantee shall after construction replace the soil to condition reasonably suited to carrying on ordinary farming operations on the said strip of land.

This to be done before March 1st, 1932.

It is a further part of the consideration for this grant that if the water supply in the private well of the said Roy Hermon on the premises herein before described is affected by the installation of the said water gallery so that the supply of water in his well is materially lessened, the city of Winterset, Iowa will deepen his well without expense to him so that he will have a supply of water substantially as great as the normal supply in his said well prior to the installation of such water gallery.

The land in which the said strip of land in which the easement or right-of-way is granted is described as follows:

> Lot 3 of the East Half of the Northwest Quarter and a tract of land described as follows: bounded by a line Commencing at a point 481 feet west of the Northeast corner of said Northwest Quarter, running thence West 515 feet, thence South 8 degrees and 30 minutes West 800 feet, thence South 7 degrees East 358 feet, thence North 67 degrees and 30 minutes East 220 feet, thence North 41 degrees West 252 feet, thence North 29 degrees East 330 feet thence North 39 degrees East 594 feet to the place of beginning, being all that part of Lot 2 of said East Half of the Northwest Quarter, lying east of the public highway as now located and traveled across the same. Also a tract described as follows bounded by a line commencing at a point 481 feet west of the Northeast corner of said Northwest Quarter , thence South 39 degrees West 594 feet, thence South 29 degrees West 330 feet, thence South 41 degrees East 330 feet, thence South 37 degrees East 257.4 feet, thence East 135 feet, thence North 28 degrees West 700 feet, thence North 25 degrees East 230 feet, thence North 27 degrees East 585 feet to the place of beginning, being a part of Lot One of said East Half of the Northwest Quarter: all of the said land being in Section Seven (7), Township 75 North, Range 27 West of the 5th P. M. Iowa.

In witness whereof we have hereunto set our hands this 29th day of July, 1931.

Roy Hermon
Mary Opal Hermon.

State of Iowa,
SS:
Madison County

On this 29th day of July, 1931, before me, Daniel J. Gallery, a notary public in and for Madison County, Iowa, personally appeared Roy Hermon and Mary Opal Hermon, husband and wife, to me personally known to be the persons named in and who executed the above and foregoing instrument as grantors, and acknowledged that they executed the same as their voluntary and deed, for the purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my official seal this 29th day of July, 1931.

NOTARIAL SEAL

Daniel J. Gallery
Notary Public in and for
Madison County, Iowa.