

COMPUTER
RECORDED
COMPARED
EASEMENT

REC \$ 10.00
AUD \$ _____
R.M.F. \$ 1.00

FILED **000936**
BOOK 63 PAGE 375
99 SEP -2 PH 2: 05
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

SHERYL NORTH and DAVID NORTH, Husband and Wife, hereinafter called

“Grantors”, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, do hereby grant to **THE CITY OF ST. CHARLES, IOWA**, hereinafter called “Grantee”, and to its successors and assigns, the perpetual right and easement over and across the North 15 feet of the following described real estate:

Southeast Quarter (¼) Northwest Quarter (¼) of Section 24, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, except all that part thereof previously conveyed for highway or road purposes, and except the South 53.6 rods of the West 27 rods thereof, and except a tract of land commencing 57.6 rods North of the Southwest corner of the said Southeast Quarter (¼) Northwest Quarter (¼), running thence East 311 feet, thence North 132 feet, thence West 66 feet thence North to the North line of said Southeast Quarter (¼) Northwest Quarter (¼), thence West along said North line to the Northwest corner of the said Southeast Quarter (¼) Northwest Quarter (¼) thence South to the point of beginning

together with the right of ingress and egress over and across said easement area for the purpose of constructing, repairing and maintaining a walking path upon and across said easement area. A temporary easement is hereby granted to the City of St. Charles during the construction of such path over and across the South 15 feet of the North 30 feet of said real estate.

The Grantors warrant and covenant to the Grantees that they are the owners of the real estate upon which said easement area is situated, that said real estate is free and clear of liens and encumbrances, and that they have full right and authority to validly grant this easement, and the Grantee may quietly enjoy their estate in the premises.

Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filing. This easement shall run with the land and bind and inure to the benefit of the

heirs, successors and assigns of the parties. Grantee shall be solely responsible for the maintenance of the easement area, and Grantors shall have no responsibility thereof.

Dated: July 20, 1999.

Sheryl North
Sheryl North

David North
David North

STATE OF IOWA

SS

MADISON COUNTY

On this 20 day of July, 1999, before me, the undersigned, a Notary Public in and for the said State, personally appeared, Sheryl North and David North, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Rae Albertson
Notary Public in and for the State of Iowa

