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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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Prepared by : Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072, (515) 758-2267

SANITARY AND STORM SEWER RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That RODNEY M. RAMSEY and CONNIE J. RAMSEY, husband and wife, and R & D ENGINEERING, INC., an Iowa Corporation, collectively herein referred to as "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby grant and convey to the CITY OF EARLHAM, MADISON COUNTY, IOWA, herein referred to as "City", a perpetual easement and right-of-way over, on, through, across and within the following described real estate, to-wit:

That part of the SE¼ of the NW¼, Section 6, Township 77 North, Range 28 West of the 5TH P.M., described as follows:

The West 599.41 feet of the North 30 feet of the South 492 feet of the SE¼ NW¼ of said Section 6.

The above tract contains 0.41 acres, more or less, all of which is an existing sewer easement, all now being in Madison County, Iowa,

(herein called the "Easement Area").

The easement shall be subject to the following terms, conditions, and agreements:

1. Purpose of Easement. The City shall use the easement to use, operate, inspect, repair, maintain, and, if necessary, remove, replace, and enlarge a municipal sanitary sewer and storm sewer systems.
2. Public Use. The sanitary sewer and storm sewer systems located in the Easement Area shall benefit the City and the public.
3. Right of Access. The City shall have the right of ingress and egress over, under, through and across Grantor's real estate adjacent to the Easement Area that is reasonably necessary for the City's use and enjoyment of the Easement Area for the purposes described in paragraph 1.
4. Erection and Placement of Structures, Obstructions, Plantings, or Material Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. The City shall have the right to remove any fence, structure, obstruction, planting, or material placed under, over, on, through, across or within the Easement Area without the City's prior written consent. The City shall not be liable for damages for such removal.
5. 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. The City shall have the right to restore any changes in grade, elevation, or contour made without prior written consent.

6. Maintenance of Sanitary Sewer System Between Grantor's Existing and Proposed Buildings. A new underground storm sewer system consisting of twin 48 inch pipes has been installed by Grantor between Grantor's existing and proposed buildings situated on the real estate subject to this easement. The pipes have been constructed with very little, if any, clearance over the top of the existing 18 inch sanitary sewer pipe located underground between said buildings. The City and Grantors agree as follows:

- a. The City hereby consents that Grantors may erect a connecting structure over and on the Easement Area between their existing and proposed buildings.
- b. The City hereby consents that Grantors may install the 48 inch storm sewer pipes partially within the City's Easement Area, and the pipes may be constructed to cross and clear the top of the City's existing 18 inch sanitary sewer pipe.
- c. Grantors shall maintain and repair the entire twin 48 inch storm sewer system at their expense, including the portion thereof located in the Easement Area. This provision shall not be construed to require the Grantors to replace and/or enlarge the system at their expense.
- d. In the event the City must access the sanitary sewer for repair, maintenance or other purpose at the location where Grantor's structure is erected on the Easement Area, or where the twin 48 inch storm sewer pipes cross the City's existing 18 inch sanitary sewer pipe, it is acknowledged that the City would incur additional expense to work around or remove and replace the 48 inch pipes and the structure connecting Grantor's buildings. Accordingly, Grantors hereby agree to pay or reimburse the City for such additional expense at such time such additional expense is incurred by the City.

7. Easement Benefit. The easement shall benefit the City, its successors in interest, assigns, licensees, permittees, contractors and agents.

8. Easement Runs With Land. The easement shall run with the land and shall be binding on Grantor and Grantor's successors in interest.

9. Approval By City Council. The easement shall be binding upon its approval and acceptance by the City Council of Earlham, Iowa, by resolution, which approval and acceptance shall be noted on this document by the City Clerk.

IN WITNESS WHEREOF, this Easement is signed this 9th day of December, 1998.

GRANTOR

R & D ENGINEERING, INC.

By Rodney M. Ramsey
Rodney M. Ramsey, President

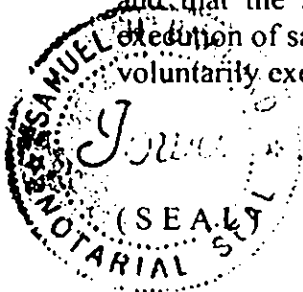
By Connie J. Ramsey
Connie J. Ramsey, Secretary

Rodney M. Ramsey
Rodney M. Ramsey

Connie J. Ramsey
Connie J. Ramsey

STATE OF IOWA :
: SS
MADISON COUNTY :

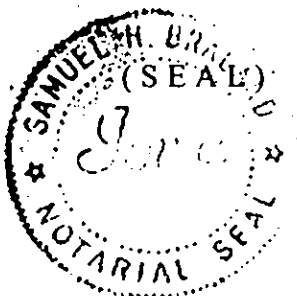
On this 9th day of December, 1998, before me, a Notary Public in and for said County, personally appeared Rodney M. Ramsey and Connie J. Ramsey, to me personally known, who, being by me duly sworn or affirmed, did say that those persons are the President and Secretary of said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors; and that the said Rodney M. Ramsey and Connie J. Ramsey acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.



Samuel H. Adams
Notary Public in and for the
State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 9th day of December, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Rodney M. Ramsey and Connie J. Ramsey, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged they executed the same as their voluntary act and deed.

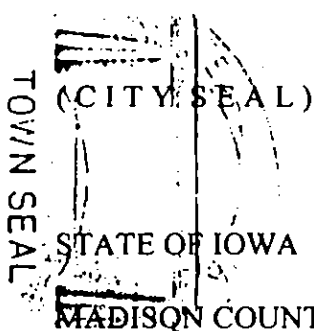


Samuel H. Adams
Notary Public in and for the
State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

I, Marilyn Sesker, City Clerk of the City of Earlham, Iowa, do hereby certify that the within and foregoing easement was duly approved and accepted by the City Council of the City of Earlham, Iowa, pursuant to Resolution No. 98-21, passed on the 9th day of November, 1998, and this certificate is made pursuant to authority contained in said resolution.

Dated this 9th day of December, 1998.



Marilyn Sesker
Marilyn Sesker, City Clerk

On this 9th day of December, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Marilyn Sesker, to me personally known, and, who, being by me duly sworn, did say that she is the City Clerk of the City of Earlham; 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 Resolution No. 98-21 passed by the City Council under Roll Call No. 2 of the City Council on the 9th day of November, 1998, and that Marilyn Sesker acknowledged the execution of instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Susan Clark
Notary Public in and for the
State of Iowa.