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MICHELLE UTSEER
RECORDER
MADISON COUNTY, IOWA

John E. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912

UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Chester Schoenenberger and Virginia Schoenenberger, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to Terry D. Eddleman and Linda M. Eddleman, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove a septic tank lateral field and/or basement floor drain outlet including equipment and accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of these facilities over, along, across and under the Grantor's real estate legally described as follows:

All that part of Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) in the Southeast Quarter (¼) of the Northwest Quarter (¼) of Section Seven (7), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying and being East of U. S. Highway No. 169 as the same now extends across said tract.

This Grant inures to the benefit of the real estate owned by the Grantee which is legally described as follows:

A tract of land commencing at the Southwest Corner of the Northeast Quarter (¼) of Section Seven (7) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 228.5 feet along the quarter section line to the point of beginning; thence continuing North 167.5 feet along said Quarter section line, thence North 89°49' East 219.3 feet, thence South 03°28' West 176.9 feet, thence North 87°41' West 208.8 feet to the point of beginning, containing 0.8455 acres including 0.0207 acres county road right of way.

This Grant to install the septic lateral field shall become operative only upon the failure and/or loss of the existing septic drain system or a complaint alleging noncompliance by the existing septic drain system with either State or County Septic System regulations filed with the County Health Sanitarian.

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In the event the septic lateral field system is installed by the Grantee, the Grantor will have no responsibility or liability for its maintenance.

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or overhanging the same, and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of the facilities; and to renew, replace, and to otherwise change the facilities or any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from the Grantee's adjoining lands.

In consideration of such grant, Grantee agrees it will restore to grade the real estate or repair to the Grantor's satisfaction or pay for any damage which may be caused to the real estate including growing crops of the Grantor by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the facilities.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements will be erected upon the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling.

This Agreement shall be a covenant running with the land and shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 19th day of February, 1996.

