

KNOW ALL PERSONS BY THESE PRESENTS that Gary A. and Sheryl F. Arnborg, husband and wife (hereinafter called "Grantor"), in consideration of the sum of One Dollar (\$1.00) to be paid when such grant has been accepted and approved by the Earlham City Council, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF EARLHAM, IOWA, a municipal corporation, (hereinafter called "Grantee"), a perpetual easement and right-of-way under, over, on, through, across and within the real estate described as the Permanent Storm Sewer and Sidewalk Easement Description on Exhibit A attached hereto (hereinafter called "Permanent Easement Area"), and a temporary easement and right-of-way under, over, on, through, across and within the real estate described as the Temporary Grading Easement Description on Exhibit A attached hereto (hereinafter called "Temporary Easement Area"), for the purpose of the Grantee constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining sidewalk and storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within the Permanent and Temporary Easement Areas (hereinafter sometimes collectively referred to as the "Easement Area").

This Easement shall be subject to the following terms and conditions:

- FILED NO. **003396**
BOOK **63** PAGE **743**
2000 MAR 15 AM 11:41
MICHELLE UTSLER
RECORDER
DEWAIN COUNTY, IOWA
- COMPUTER ✓
RECORDED ✓
INDEXED ✓
- REC'D 15th
ADD
FILED 1st
1. 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 Permanent Easement Area, or the Temporary Easement Area (during Temporary Easement Term), without obtaining the prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Permanent Easement Area, or the Temporary Easement Area (during the Temporary Easement Term), without obtaining the prior written consent of the Grantee. The Grantee 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 Grantor's prior written consent.
 2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Permanent Easement Area or the Temporary Easement Area (during the Temporary Easement Term), without obtaining the prior written consent of the Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour made without prior written consent.
 3. Restoration. Subject to the rights granted herein, Grantee shall timely restore the Easement Area, including landscaping, to grade following construction and shall seed any grass areas disturbed.
 4. Right of Access. Grantee shall have the right of access to the Easement Area such that the Grantee shall ingress and egress the Easement Area from the adjacent properties, not by crossing the Grantor's property that is not located within the Easement Area. The right of access shall be for the use and enjoyment of the Easement Area as is reasonably necessary, including, but not limited to, the right to remove any unauthorized structures or obstructions placed or erected under, over, on through, across, or within an Easement Area.
 5. Use of Easement. Subject to the rights granted herein, Grantee hereby agrees to repair or pay for any damage which may be caused to the property of Grantor from the construction, maintenance, or operation of said sidewalk or storm sewer.
 6. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns, and shall inure to the benefit of Grantee, and Grantee successors and assigns.
 7. Approval by City Council. The permanent easement granted herein shall not be binding until it has received the final approval and acceptance by the Earlham City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
 8. Temporary Easement Term. The temporary easement granted herein shall commence upon approval and acceptance as provided in the preceding paragraph, and shall terminate upon completion of construction of the storm sewer (together with any structures or appurtenances related thereto) within the Easement Area or one year from the approval and acceptance date, whichever comes first.

Grantor does **HEREBY COVENANT** with the Grantee that (i) Grantor holds said real estate described in this Easement by title in fee simple free and clear of liens and encumbrances except as noted herein; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 10 day of March, 2000.

GRANTORS

BY: Gary A. Arnburg
Gary A. Arnburg

BY: Sheryl F. Arnburg
Sheryl F. Arnburg

STATE OF IOWA)
) SS
COUNTY OF STORY)

On this 10 day of March, 2000 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary A. & Sheryl F. Arnburg, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Carla J. Vasey
Notary Public in and for the State of Iowa

My Commission expires 5-20-01

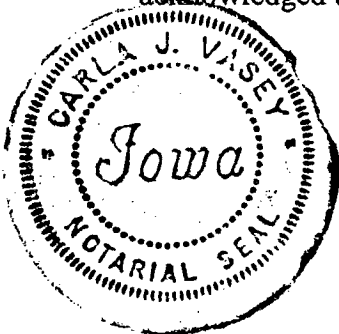


EXHIBIT A

PERMANENT PUBLIC STORM SEWER EASEMENT

THE SOUTH 30 FEET OF THE NORTH 63 FEET OF THE EAST 45 FEET OF THE WEST 215 FEET OF THE SE ¼ OF SECTION 6 IN TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M., IN SAID MADISON COUNTY, IOWA.

PERMANENT PUBLIC SIDEWALK EASEMENT

THE SOUTH 10 FEET OF THE NORTH 43 FEET OF THE EAST 150 FEET OF THE WEST 320 FEET OF THE SE ¼ OF SECTION 6 IN TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M., IN SAID MADISON COUNTY, IOWA.

TEMPORARY GRADING EASEMENT

THE SOUTH 30 FEET OF THE NORTH 63 FEET OF THE EAST 45 FEET OF THE WEST 215 FEET OF THE SE ¼ OF SECTION 6 IN TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M., IN SAID MADISON COUNTY, IOWA.

THE SOUTH 20 FEET OF THE NORTH 53 FEET OF THE EAST 105 FEET OF THE WEST 320 FEET OF THE SE ¼ OF SECTION 6 IN TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M., IN SAID MADISON COUNTY, IOWA.