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LISA SMITH. COUNTY RECORDER MADISON 10WA

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Prepared By: Mark L. Smith, P.O. Box 230, Winterset, IA 50273 Telephone: 515/462-3731 Return To: Mark L. Smith, P.O. Box 230, Winterset, IA 50273

V City of St Charles, P.O. Box 118, St Charles IA 50240

## SANITARY SEWER TRANSMISSION LINE EASEMENT

Quentin O. Pyle, Trustee of the Quentin O. Pyle Revocable Trust, hereinafter called "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby grant to the City of St. Charles, Iowa, hereinafter called "Grantee", and to its successors and/or assigns, the perpetual right and easement over, under and across the following-described real estate in Madison County, Iowa, to-wit:

See Drawing Attached Hereto Showing a 20' strip of land to be used for sewer easement further described as that part of the land located in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., City of St. Charles, Madison County, Iowa.

together with the right of ingress and egress over and across said easement area for the purpose of constructing, installing, laying and thereafter using, operating, inspecting, repairing, maintaining and replacing a sanitary sewer transmission line over, under, across and through said real estate and installation of said line.

The Grantor warrants and covenants to the Grantee that it is the owner 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 Grantor has the full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

Grantor covenants 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 filling.

This Easement shall run with the land and bind and enure 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 Grantor shall have no responsibility therefor.

Dated this 12 May of MAR, 2009

Quentin O. Pyle, Trustee of the

Quentin O. Pyle Revocable Trust

STATE OF \_\_Towa

COUNTY OF ALK

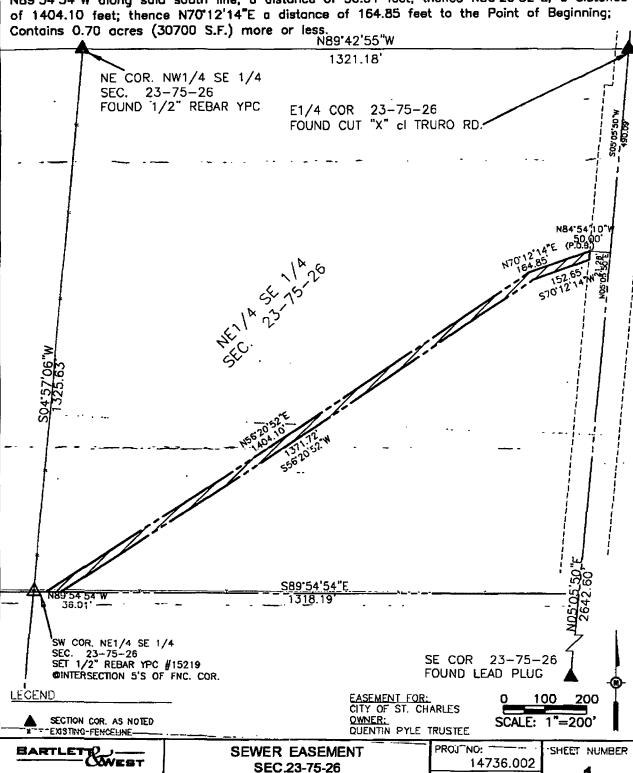
Subscribed and sworn to before me by the said Quentin O. Pyle on this <u>uth</u> day of HARCH , 2009.

Notary Public in and for the State of Iowa

## PERMANENT SEWER-EASEMENT . -

LEGAL DESCRIPTION DEED BK141 PG105 A 20' strip of land to be used for sewer easement further described as That Part of the land located in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 23, Township 75 North, Range 26 West of the 5th PM, City of St Charles, Madison County, lowa, and described as follows:

Commencing at the E 1/4 corner of said Section 23; thence S05°05'50"W along the east line of the NE 1/4 of the SE 1/4 of said Section 23, a distance of 490.09 feet; thence N84°54°10"W a distance of 50.00 feet to the west right of way of Morgan ST. and the Point of Beginning; thence S05°05'50"W along said west right of way, a distance of 21.26 feet; thence S70°12'14"W, a distance of 152.65 feet thence S56°20'52"W a distance of 1371.72 feet to the south line of said NE 1/4 of the SE 1/4 of said Section 23; thence N89°54'54"W along said south line, a distance of 36.01 feet; thence N56°20'52"E, a distance of 1404.10 feet; thence N70°12'14"E a distance of 164.85 feet to the Point of Beginning;



MADISON COUNTY, IOWA

DATE:

3-3-2009

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