SANITARY SEWER EASEMENT

Martin-Marietta Corporation, a Maryland Corporation, hereinafter called the Grantor, grants unto the City of Winterset, Iowa, hereinafter called the Grantee, the temporary and perpetual right and easement, as indicated, to construct, install, repair, maintain and operate a sanitary sewer upon the real estate legally described as:

PERMANENT EASEMENT

A permanent easement for sanitary sewer construction and maintenance across a parcel of land described as being the West 30.00 feet of the South 1115.63 feet of the SW¼ of the SE¼ of Section 31, Township 76 North, Range 27, West of the 5th P.M., and the West 30.00 feet of the North 625.00 feet of the NW¼ of the NE¼ of Section 6, Township 75 North, Range 27, West of the 5th P. M., all in Madison County, Iowa.

TEMPORARY EASEMENT

A temporary easement for sanitary sewer construction across a parcel of land described as being the East 20.00 feet of the West 50.00 feet of the South 1115.63 feet of the SW¼ of the SE¼ of Section 31, Township 76 North, Range 27, West of the 5th P.M., and the East 20.00 feet of the West 50.00 feet of the North 625.00 feet of the NW¼ of the NE¼ of Section 6, Township 75 North, Range 27, West of the 5th P.M., all in Madison County, Iowa.

This grant includes the right to enter upon the premises above described in order to construct said sanitary sewer.

In consideration of this grant, Grantee agrees to pay Grantor the sum of One Dollar ($1,00), receipt of which Grantor hereby acknowledges. Grantee further agrees that it will repair or pay for any damage which may be caused to fences or other property of the Grantor by the construction, operation, or maintenance of this sanitary sewer line.

Wherever the surface of the easement property is disturbed by the actions of the Grantee, either at the present time or in the future at such times as Grantee may exercise its rights in connection with the easement property, the Grantee will be responsible for seeding the easement property.

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 hanging over the same, and the right to remove from the above described easement property any brush or other obstructions which will interfere with or endanger the construction, operation, or maintenance of this sanitary sewer, and to have reasonable access to this sanitary sewer line from Grantor's abutting lands in the event other reasonable access is unavailable.

This grant of easement shall run with the land and bind the heirs, successors, and assigns of the parties hereto.

The Grantor covenants with Grantee that it is the owner of the above described real estate and has the full right and authority to validly grant this easement in order that the Grantee may quietly enjoy the easement premises.

Compared

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2pgs.
IND
DEC
PAGE
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $10.00

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument at the place and date hereinafter set forth.

MARTIN-MARIETTA CORPORATION,
GRANTOR

By _____
SENIOR VICE PRES. Title

By _____
ASST. SECRETARY Title

CITY OF WINTERSET, IOWA,
GRANTEE

By _____
Bernard Morrissey, Mayor

By _____
Mark J. Nitchals, Clerk

STATE OF IOWA, MADISON COUNTY, SS:

On the 3rd day of September, 1985, before me, a Notary Public in and for said State, personally appeared Bernard Morrissey and Mark J. Nitchals, who being duly sworn on oath did depose and state that they are the Mayor and Clerk, respectively, of the City of Winterset, Madison County, Iowa, and that said instrument was signed on behalf of said City by authority of the Council; and that the said Bernard Morrissey and Mark J. Nitchals acknowledged the execution of said instrument to be the voluntary act and deed of the said City of Winterset, Madison County, Iowa, by it and by them voluntarily executed.

GORDON K. DARLING, JR.

_____
Notary Public in and for Iowa

STATE OF Maryland, Montgomery COUNTY, SS:

On this 12 day of September, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David C. Dressler and Valerie C. French to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and Assistant Secretary respectively, of said Corporation; that the seal affixed thereto is the seal of said corporation by authority of its Board of Directors; and that the said Senior Vice President and Assistant Secretary as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for said County and State.

MONICA M. FLAHERTY
NOTARY PUBLIC STATE OF MARYLAND
NO. 106084
MY COMMISSION EXPIRES: 7/1/86