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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $15.00

EASEMENT

THIS EASEMENT, made and entered into this 7th day of March, 1986, by and between Margaret P. Schafer, single, hereinafter referred to as Grantor, and the City of Earlham, Madison County, Iowa, hereinafter referred to as the Grantee.

1.- The City of Earlham, Madison County, Iowa, has conducted extensive investigations in an effort to secure a satisfactory municipal water supply and has now located an alluvial source along the South Raccoon River within the Southeast Quarter (SE¼) of Section Fourteen (14), Township Seventy-eight (78) North, Range Twenty-eight (28) West of the 5th P.M., Dallas County, Iowa.

Inasmuch as the tract of land containing said water supply lies wholly outside the corporate limits of the City of Earlham, it is necessary that a water pipeline be installed to transport the water from the location of the alluvium to the City of Earlham.

2.- Grantor is the owner in fee simple of the following described real estate, to-wit:

The East Fractional One-Half of the North East Quarter (E. Frl ½ NE¼) of Section Six (6), Township Seventy-seven (77) North, Range Twenty-Eight (28) West of the 5th P.M., Madison County, Iowa, containing about 75.8 acres, more or less.

3.- The City of Earlham, Madison County, Iowa, is desirous of purchasing an easement from Grantor for the purpose of constructing and maintaining a municipal water pipeline on a portion of Grantor's real estate.

4.- NOW, THEREFORE, in consideration of the sum of $787.90, receipt of which is acknowledged, and other good and valuable consideration hereinafter set forth, the Grantor does hereby grant unto Grantee a perpetual easement, for the purposes hereinafter set forth, over, under and across the following described portion of Grantor's real estate, to-wit:

A 30.0 foot easement for water line purposes over, under and across the North 410 feet of the South 450 feet and the Nroth 1890 feet of the East fractional ½ NE¼ and a 45.0 foot easement over the North 300 feet of the South 750 feet of said East fractional ½ NE¼ of Section 6, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa,

together with a temporary construction easement described as follows, to-wit:

A 100.0 foot wide temporary construction easement over the East 100 feet of said East fractional ½ NE¼ of Section 6, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

5.- The easements granted hereunder shall be used by the Grantee to construct, install, and thereafter use, operate, inspect, repair, maintain, and, if necessary, remove and replace a water pipeline, and shall be used by the Grantee for no other purpose.

6.- The permanent easement granted hereunder shall include the right of ingress and egress by Grantee over the adjacent lands of the Grantor, or its successors, for the purposes of this easement.

a.- Grantee agrees to compensate Grantor, or its successors, for loss of crops and all other damages which may result from the exercise of the stated purposes of this easement. Payment shall be made to Grantor and Grantor's tenant, if any, as their respective interests appear.

b.- Grantee shall maintain the pipeline in good repair so that no unreasonable damage will result from its sue to the property of Grantor, or its successors.

#2. Easement

7.- The temporary easement shall be for a period not to exceed twelve months beginning as of the date of the construction contract between the City and the pipeline contractor.

a.- The temporary easement granted hereunder shall include the right of ingress and egress over the adjacent lands of the Grantor, or its successors, for the purpose of construction and installation of the water pipeline.

b.- Grantee agrees to backfill the area used for laying the water pipeline and to restore the excavated surface to the present level and as nearly as practical to its present existing condition.

c.- Grantee shall pay Grantor for the fair and reasonable losses occasioned by damage to crops during construction of the water pipeline. Payment shall be made to Grantor and Grantor's tenant, if any, as their respective interests appear. Grantee shall pay for any damage to fences and shall mark and repair any existing tile lines damaged during the construction of said pipeline.

8.- Grantor and Grantee acknowledge that the monetary consideration stated in paragraph 4. constitutes full payment for any damage to the land of Grantor occasioned by the cosntruction and installation of the water pipeline. Said sum does not include the payment for damaged fence which Grantee has agreed to pay as provided in paragraph 7. c. Said sum does not include payment for damages to crop which Grantee has agreed to pay under paragraph 7. c.

9.- In further consideration of the easements granted hereunder by Grantor, Grantee shall allow Grantor, or its successors, to make connection with the water pipeline in order that Grantor, or its successors, may have the use and service thereof, subject to the following terms and conditions:

a.- Grantor and Grantee acknowledge that the water supplied through the pipeline from the well to the City of Earlham water treatment plant is untreated water.

b.- Grantor, or its successors, shall be allowed one (1) connection to the pipeline in consideration of the easements granted hereunder. Said connection may be made without assessment of a tapping charge by Grantee, and Grantor's water service line for said connection shall not exceed one (1) inch in diameter. The number of future connections which may be made to the pipeline shall be regulated by Grantee.

c.- Grantor shall be responsible for the expense of installation and maintenance of the water service line from the pipeline to the point of consumption on Grantor's property.

d.- Grantor shall pay Grantee for water furnished at the rates currently set forth in Grantee's city ordinances, and subject to such changes thereas as Grantee may hereafter adopt.

e.- Grantor, or its successors, by taking water agree to be bound by the applicable provisions of Grantee's city ordinances, rules, regulations and rates pertaining to water service and rates as established by the Earlham City Council.

10.- The easement rights granted herein shall be binding upon the Grantors, its successors, administrators and assigns.

#3. Easement

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year above written.

GRANTEE

City of Earlham

By Claire Waugh
Claire Waugh, Mayor

By Craig A. Swartzbaugh
Craig A. Swartzbaugh, City Clerk

GRANTOR

Margaret P. Schafer
Margaret P. Schafer

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 7th day of March, 1986, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Claire Waugh and Craig A. Swartzbaugh, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said city, executing the within and foregoing instrument; that said instrument was signed and sealed on behalf of said city; and that the said Mayor and City Clerk as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

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

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 31 day of July, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Margaret P. Schafer, to me personally known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

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