deed rec. 119

Form FHA 442-20
(3-4-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FILED NO. 2703
BOOK 119 PAGE 708

708

RIGHT-OF-WAY EASEMENT

1986 JUN 20 PM 4:05

Fee $5.00 MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to

Larry D. Smith and Elizabeth Ann Smith, Husband and Wife

hereinafter referred to as GRANTOR, by City of Truro, Iowa,

hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

water main

PID ✓
ALC ✓
[illegible] ✓

over, across, and through the land of the GRANTOR situate in Madison County,

State of Iowa, said land being described as follows:

The Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) except the South 120 feet of the West 506 feet thereof and the South 5.45 acres of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) all in Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall terminate thirty (30) days after the acceptance of said project by the City of Truro, Iowa.

The easement shall is described as follows:
A temporary easement to be used during construction of a watermain to the East 15.00 feet of the West 40.00 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) except the South 120 feet of the West 506 feet thereof and the East 15.00 feet of the West 40.00 feet of the South 5.45 acres of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) all in Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 13 day of April

19 86.

Larry D. Smith (SEAL)

Elizabeth Smith (SEAL)

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FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, MADISON COUNTY, ss:

On this 13th day of April, A. D. 19 86, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry D. Smith and Elizabeth Smith

to me known to be the identical persons named in and who executed the within and foregoing instrument, **to which this is attached,** and acknowledged that they executed the same as their voluntary act and deed.

Carol Knapp
Notary Public in and for said County and State

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
07091 This Printing: July, 1980

(Section 558.39, Code of Iowa)