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

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FILED NO. 761 Comm.
BOOK 112 PAGE 33

RIGHT-OF-WAY EASEMENT

1976 OCT 22 PM 4:45

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to MARY E. WELTY RECORDER MADISON COUNTY, IOWA Fee 2.50

Norman Dean Smith and Jeanene M. Smith,

hereinafter referred to as GRANTOR, by City of St. Charles, 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

a sanitary sewer

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

State of Iowa, said land being described as follows:

The W½ NE¼ NE¼ and the NW¼ NE¼ of Sec. 24-75-26 subject to highway easements, and except all the coal, oil, gas and other minerals underlying the surface of only that portion of the above-described premises formerly occupied as a right of way by the Chicago, Burlington & Quincy Railroad Company

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 be _____ feet in width, the center line of which is described as follows:

A 20 ft. sanitary sewer easement, being 10 ft. on each side of the following described centerline. Beginning at a point 207.0 ft. N.90°00'E. and 57.8 ft. N.0°00' of the Southwest corner of the North Half (N½) of the Northeast Quarter (NE¼) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence N.14°40'E. 362.2 ft.; thence S. 46°12'E., 431.4 ft.; thence N.28°14' E., 275.0 ft; thence N. 89°12'E., 280.0 ft.

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 29th day of September

19 76.

Norman Dean Smith (SEAL)
Norman Dean Smith

Jeanene M. Smith (SEAL)
Jeanene M. Smith

GPO 819-797

FHA 442-20 (3-4-68)

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

STATE OF IOWA, MADISON COUNTY, ss:

On this 7th day of October, A. D. 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Norman Dean Smith and Jeanene M. 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.

Chet R. Chickering
Notary Public in and for the State of Iowa

CHET R. CHICKERING
MY COMMISSION EXPIRES
September 30, 1977

IOWA STATE BAR ASSOCIATION
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