C.

FILED NO. 1154
BOOK 112 PAGE 377
1977 DEC 14 PM 4:05
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee #6.50

AGREEMENT FOR EASEMENT FOR SEWER LINE AND FOR WATER

THIS AGREEMENT made and entered into this 25th day of October, 1977, by and between Dean Brooks and Dorothy Brooks, husband and wife, hereinafter referred to as FIRST PARTIES, and Arlouine Hoskins and Dean Hoskins, wife and husband, and Hazel M. Smith, hereinafter referred to as SECOND PARTIES,

W I T N E S S E T H:

WHEREAS, First Parties are the owners of the following-described real estate, to-wit:

> The East Half (E½) of Lot Three (3) in Southwest Section of the Original Town of St. Charles, Iowa,

and

WHEREAS, Arlouine Hoskins is the contract purchaser from Hazel M. Smith of the following-described real estate, to-wit:

> The East Half (E½) of the West Half (W½) of Lot Three (3) in Southwest Section of the Original plat of the Town of St. Charles, Iowa,

and

WHEREAS, First Parties are desirous of obtaining an easement across premises belonging to Second Parties for the purpose of installing and maintaining a sanitary sewer line, and

WHEREAS, Second Parties are desirous of obtaining a right to hook onto the water line partially on First Parties' premises,

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Second Parties hereby grant to First Parties an easement to install and maintain a sanitary sewer line across a portion of the Second Parties' premises described approximately as follows:

> Commencing at a point on the east line of the Second Parties premises approximately Fifty feet (50') south of the northeast corner of the real estate owned by Second Parties extending thence west approximately Eight feet (8'), thence south approximately Sixty feet (60'), thence in a southeasterly direction to the east line of the premises owned by Second Parties where said sewer line will again enter onto the premises owned by First Parties.

For Assignment of Easement
To Grant & Allsberry & Llewellyn
Rec. Deed Rec 127-823

Said sewer line shall be constructed and maintained entirely at the expense of First Parties. First Parties shall have the right to enter onto Second Parties' premises at anytime for the purpose of repairing and maintaining said sewer line.

In consideration of the foregoing, First Parties hereby grant to Second Parties the right to hook onto the city water line now extending into the basement on the premises owned by First Parties. Second Parties are also granted the right to lay, repair and maintain said water line from the point where they hook onto the line on First Parties' premises. The expense of laying, installing, repairing and maintaining said water line from the point where Second Parties hook onto the same shall be entirely borne by Second Parties.

IT IS FURTHER AGREED between the parties hereto that in the event at any future time First Parties construct a sanitary sewer line entirely on their own property that the easements for said sanitary sewer line herein granted shall cease and terminate.

IT IS FURTHER AGREED between the parties hereto that at anytime Second Parties lay and install a water line from the city water main onto their premises, the easement for water line herein granted shall cease and terminate.

The easements herein granted shall be construed as a covenant running with the land and shall be binding on the parties hereto, their heirs and assigns.

Dean D. Brooks
Dean Brooks

Dorothy Brooks
Dorothy Brooks

Arlouine Hoskins
Arlouine Hoskins

Dean Hoskins
Dean Hoskins

Hazel M. Smith
Hazel M. Smith

FIRST PARTIES

SECOND PARTIES

STATE OF IOWA :
: ss
COUNTY OF MADISON :

On this 14 day of December, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dean Brooks and Dorothy Brooks, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL CAROLYN H. AUSTIN IOWA

Carolyn H. Austin
Notary Public in and for the State of Iowa.

STATE OF IOWA :
: ss
COUNTY OF MADISON :

On this 14 day of December, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arlouine Hoskins and Dean Hoskins and Hazel M. Smith, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL CAROLYN H. AUSTIN

Carolyn H. Austin
Notary Public in and for the State of Iowa.