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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee # 6 5

EASEMENT

This Easement Agreement, made and entered into this 14th day of June, 1977, by and between the Earlham Community School District, Earlham, Madison County, Iowa, hereinafter referred to as grantor, and Donald H. Maas and Evelyn I. Maas of Earlham, Madison County, Iowa, hereinafter referred to as grantee, WITNESSETH:

WHEREAS, the grantor is the owner of certain real estate located in the City of Earlham, which real estate is described as follows:

Lot Two (2) of Outlots of Academy Addition to Earlham, Madison County, Iowa,

WHEREAS, grantee owns certain real estate abutting, adjoining and contiguous with the above described real property owned by the Earlham Community School District, and

WHEREAS, grantees wish to construct a private sanitary sewer connection line across the real property owned by the Earlham Community School District herebefore described, and

WHEREAS, grantor has agreed to allow the construction of said private sanitary sewer connection line.

NOW THEREFORE, WITNESSETH: That for One Dollar and other valuable consideration, receipt of which is hereby acknowledged, and for other good and valuable consideration, the said grantor herein does hereby grant unto the grantee, a permanent easement for the construction and maintenance of a private sanitary sewer connection line subject to the following terms and conditions.

1.- That said private sanitary sewer easement shall be 20 feet wide and to be 10 feet wide on each side of the following described centerline on the real property owned by the Earlham Community School District and described as:

Commencing at the northeast corner of Lot 2 of Outlots to Academy Addition to Earlham, Iowa, thence N.90°00'W. 30.0 feet along the north line of said Lot 2 to the point of beginning. Thence S.45°12'W. 188.0 feet, thence S. 12°00'W. 128.0 feet to a point on the south line of and 120.0 feet east of the southwest corner of said Lot 2.

#2. Easement
Earlham Comm. School - Maas

2.- That grantee shall have the right to construct, reconstruct, repair and maintain said private sanitary sewer connection line on the centerline of the property herebefore described. Grantee shall obtain permission to construct said sanitary sewer line from grantor prior to the commencement of work.

3.- Grantee shall promptly back fill any tranch made by it on the strip and repair any damage grantee shall do to grantor's private property.

4.- Grantee shall indemnify against any loss and damage which shall be caused by the exercise of the right of ingress and egress, or by any wrongful or negligent act or admission of or of its agents or employees in the course of their employment.

5.- Grantee shall not fence said Easement and all materials and sanitary sewer line shall be buried beneath the ground on grantor's property.

6.- Grantor reserves the right to use the property granted for the sanitary sewer easement for any purpose except so as not to destroy grantee's sanitary sewer line.

7.- Grantee agrees to pay all costs of construction, maintenance and repair of said sanitary sewer line. Grantee further shall receive permission from grantor before allowing other parties to use said private sanitary sewer connection line.

8.- Grantee expressly agrees to move and relocate said private sanitary sewer connection line upon the request of grantor in the event the grantor should erect a building, construct recreational facilities, landscape or for any other reason use the property where said private sanitary sewer connection line is located as herebefore set forth. This provision shall apply to any part including all of said sanitary sewer connection line if necessary. Grantor agrees in the event it is necessary to relocate said private sanitary sewer connection line to allow grantee to reconstruct said sani-sewer connection line in a new location on the property owned by grantor herebefore described.

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

GRANTEE

Donald H Maas
(Donald H. Maas)

Evelyn I. Maas
(Evelyn I. Maas)

GRANTOR
EARLHAM COMMUNITY SCHOOL DISTRICT

George Marsh
(George Marsh, President)

Elaine Crabbs
(Elaine Crabbs, Secretary)

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STATE OF IOWA :
: SS
MADISON COUNTY :

On this 14th day of June, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George March and Elaine Crabbs, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said George Marsh and Elaine Crabbs 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.

DEAN R. NELSON
Notary Public in and for the
State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 13th day of June, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald H. Maas and Evelyn I. Maas to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

MARGARET P. SCHAFER
Iowa
NOTARIAL
Notary Public in and for the
State of Iowa.