EASEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between PHILLIP T. MILLER and PAULINE MILLER, hereinafter called "Millers", and the CITY OF ST. CHARLES, IOWA, hereinafter called "The City".

WHEREAS, Millers are the owners of the following-described real estate:

> See description attached hereto and marked Exhibit "A" and a plat of said description attached hereto and marked Exhibit "B"; and

WHEREAS, The City is desirous of constructing, erecting and maintaining one or two water wells, water mains and an access road over, under and across said real estate, and is desirous of obtaining an easement for such purposes.

NOW THEREFORE, IT IS AGREED as follows:

1. Millers hereby grant, sell, convey and transfer unto the City an easement and right of way for a period of forty (40) years from the date of this agreement over, under and across the above-described real estate for the purpose of constructing, erecting and maintaining one or two water wells, water mains and an access road for the purpose of ingress and egress over, under and across the above-described real estate.

2. The City shall pay Millers the sum of Eight Thousand Dollars ($8,000) in full payment for said easement payable as follows: Five Hundred Dollars ($500) upon the execution of this agreement; and Seven Thousand Five Hundred Dollars ($7,500) on or before January 1, 1979. The City shall have the right to enter said real estate prior to taking possession or paying the balance of the purchase price for the purpose of making test borings to determine whether said real estate is feasible for a well or wells. If the City is unable to obtain, on or before January 1, 1979, the necessary funding consisting of a loan and grant from Farmers Home Administration of the United States Department of Agricultural, is unable to obtain necessary permits from the various state and federal agencies for the construction of one or two water wells and water mains on the above-described real estate, or if said real estate is not suitable for the construction of one or two water wells on said real estate, this contract shall be null and void and the City shall be refunded its downpayment of Five Hundred Dollars ($500). The City may start construction at any time for the above-named purposes after the execution of this easement provided that the City shall not commence construction until the balance of Seven Thousand Five Hundred Dollars ($7,500) is paid in full to Millers.

For Dirt Chips Road
to Osborn Cemetery
to Sec Road 139-750
10-26-88

COMPARED

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1306 Filed for Record this 27 day of December 1978 at 4:10 PM
Book 112 Page 491 Recording Fee 15.00 Mary E. Welty, Recorder, By Shirley D. Henry Deputy

3. The City shall have the right to enter into and upon said real estate for the purpose of constructing, erecting, maintaining and operating one or two water wells, water mains and access roads whenever necessary during the period of this easement.

4. No sum other than said sum of Eight Thousand Dollars ($8,000) shall be paid to Millers by the City for actual damages to crops and fences as a result of the initial construction of one or two water wells, water mains and access roads. After completion of construction of said items, Millers shall have the right to farm all portions of said real estate not being used by the City provided that such farming operations by Miller shall not interfere with the City's ingress and egress over and across said real estate on said access road and the City's operation and maintenance of one or two water wells. After the initial construction has been completed, the City shall pay for actual damages to crops and fences incurred by Millers on said real estate as a result of the repair and construction carried on by the City on said real estate. It is understood that the City shall have the right to construct an additional well on said real estate provided that actual damages to crops and fences are paid to Millers by the City as provided herein. It is agreed by the parties that only two new wells shall be constructed by the City on the above-described real estate.

5. Millers agree that no building or permanent structure shall be constructed by Millers, their successors, heirs or assigns on the above-described real estate during the period of this easement agreement.

6. In the event that the City should abandoned and discontinue using the above-described real estate for the purposes set forth herein, said real estate shall revert to Millers, their heirs, successors and assigns.

7. This easement shall constitute a covenant running with the land for the benefit of the City.

8. Millers agree that on real estate owned by them lying adjacent to the above-described real estate that they will not within two hundred (200) feet of the one or two wells to be constructed by the City, conduct any operation or build any structure which could contaminate or cause contamination to the well or wells to be constructed by the City.

Dated this 1st day of September, 1978.

Phillip T. Miller

Phillip T. Miller

Pauline M. Miller

Pauline Miller

CITY OF ST. CHARLES, IOWA

By Lloyd E. Benedict

Lloyd E. Benedict, Mayor

Attest: Janet Lea Downs

Janet Downs, Clerk

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 24th day of August, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Phillip T. Miller and Pauline Miller, 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.

Richard E. Miller
Notary Public in and for the State of Iowa

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 1 day of September, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lloyd E. Benedict and Janet Downs, to me personally known, who, being by me duly sworn did say that they are the Mayor and Clerk, respectively, of the City of St. Charles, Iowa, a municipal corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; that the said Lloyd E. Benedict and Janet Downs acknowledged the execution of said instrument to be their voluntary act and deed as such officers of said corporation, by it and by them voluntarily executed.

CAROLYN H. AUSTIN

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

CITY OF ST. CHARLES

Easement for new Well, Supply Line, and Access Road

Legal Description:

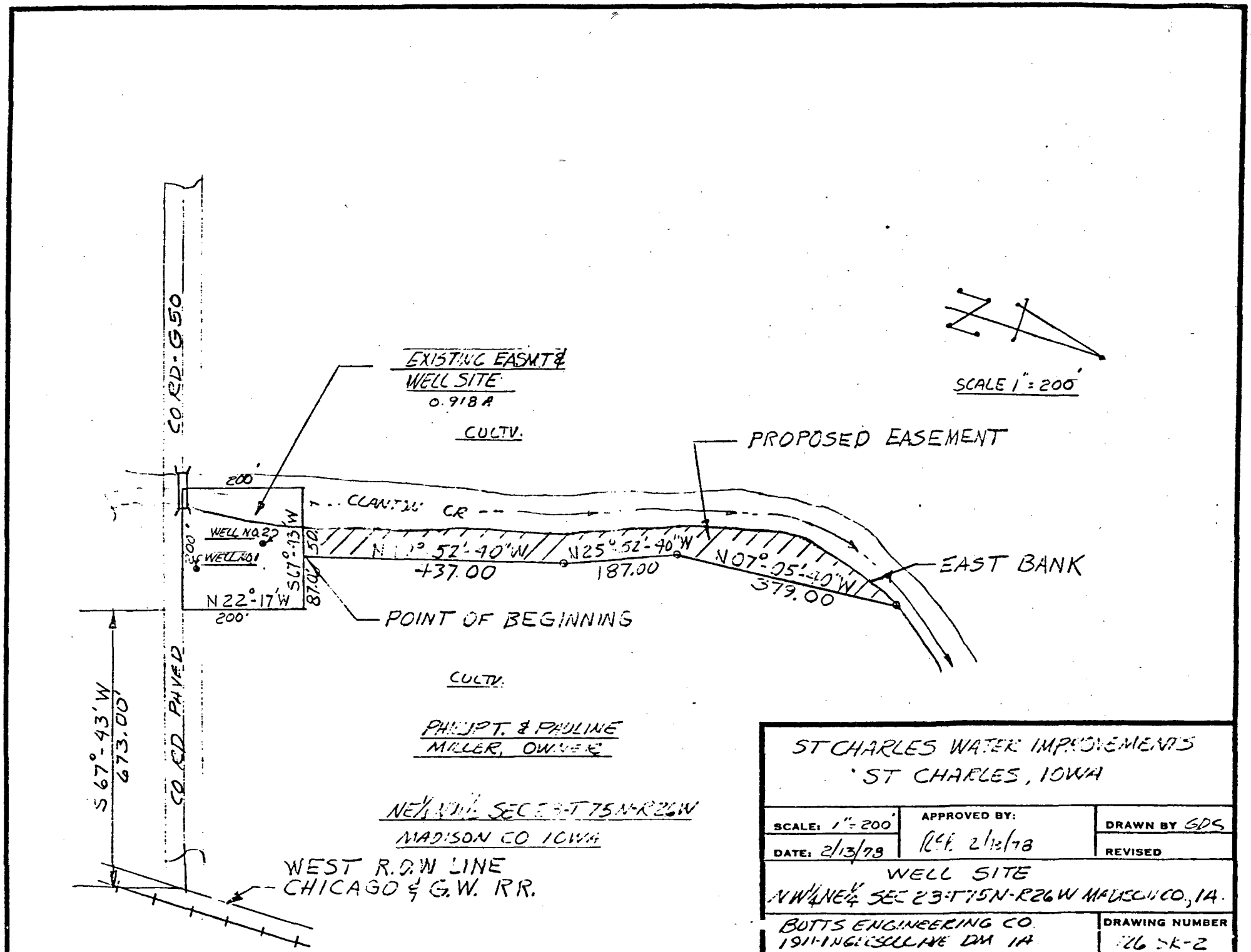
Being a part of the NE¼ NW¼ of Section 22, Township 75 North, Range 26 West of the 5th P.M. Madison County, Iowa and more particularly described as follows:

Commencing as a point of reference at the intersection of the West right-of-way line of the Chicago and Great Western Railroad and the centerline of the easement of Madison County Road G-50; thence S 67°43' W along the centerline of the easement of said County Road G-50 for a distance of 673.00, to a point, thence traverse along the boundary of the existing well easement granted to the City of St. Charles by Phillip T. Miller and Pauline Miller on February 14, 1959 as follows: N22°17'W for a distance of 200.00 feet to a point thence S67°43'W for a distance of 87.00' to the point of beginning; thence N19°52'40"W for a distance of 437.00 feet to a point, thence N25°52'40"W for a distance of 187.00 feet to a point, thence N07°05'40"W for a distance of 379.00 to a point in the East bank of Clanton Creek, thence southerly along the East bank line of Clanton Creek to its intersection with the North boundary line of said easement granted by Phillip and Pauline Miller, thence N67°43'E for a distance of 50.00 feet to the point of beginning.

Note: Initial bearing of Madison County Road G-50 (S67°43'W) taken from easement documents between City of St. Charles and Phillip and Pauline Miller dated February 14, 1959.

Exhibit "A"

Exhibit "B"



ST CHARLES WATER IMPROVEMENTS
ST CHARLES, IOWA

SCALE: 1" = 200'	APPROVED BY:	DRAWN BY GDS
DATE: 2/13/78	R.C.F. 2/13/78	REVISED

WELL SITE
NW¼NE¼ SEC 23-T 75N-R 26W MADISON CO, IA.

BUTTS ENGINEERING CO.
1911 INGERSOLL AVE DM IA

DRAWING NUMBER
26-23-2