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FILED NO. 1334
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1970 OCT 27 AM 10: 29
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee #2.50

S E W E R E A S E M E N T

THIS EASEMENT, MADE and entered into this 6th day of October, 1970, by and between Robert E. Hunter and Marilyn P. Hunter, of Earlham in Madison County, Iowa, hereinafter referred to as the Grantors, and the Town of Earlham, Iowa, hereinafter referred to as the Grantees, WITNESSETH:

That the Grantors are the owners in fee simple of the tract of ground legally described as:

> Commencing at the S.E. corner of the S.E.¼ - N.W.¼ of Section 6, Township 77 North, of Range 28, West of the 5th P.M., thence West 359.3 feet, thence North 429 feet, thence East 358.9 feet to the center-line of said Section 6, thence South 429 feet to the point of beginning, subject to existing road right-of-way on the South side, all now being in and forming a part of the Town of Earlham, Madison County, Iowa.

NOW, THEREFORE, in consideration of the sum of One Dollar in hand paid by Grantees, receipt of which is hereby acknowledged, the Grantors herein do hereby grant unto the said Grantees a permanent easement with full right and authority to enter upon the lands herein described, for the purpose of constructing and maintaining a sanitary sewer line and/or force main together with the necessary appurtenances thereto, and upon and across a portion of Grantors property described as follows:

> An easement 20 feet in width across the above described property, being 10 feet on either side of the following described centerline: Beginning at an existing sanitary sewer manhole which is 29 feet West of the center of Section 6, Township 77 North, of Range 28, West of the 5th P.M., proceed Northerly to another existing sanitary sewer manhole which is 453 feet North and 10 feet West of the center of said Section 6, all now being in and forming a part of the Town of Earlham, Madison County, Iowa.

Grantees agree to backfill and compact the excavated area used for laying such sanitary sewer lines or force main and to restore the excavated surface to the present ground level and as nearly as practical to its present existing condition and to remove any excess earth not required in the backfill or maintenance of the excavated area after normal settling and further agree to provide reasonable bank protection where construction work has contributed to erosion of the Grantee's property.

Grantees shall have the right of future entry for maintenance and repairs, and agrees to compensate the Grantors or successors in interest of said described tract for any reasonable damages resulting therefrom.

#2. Sewer Easement

Grantors further agree to erect no buildings or other structures on or over the portion of said tract, as is included in this permanent easement, which shall interfere with any maintenance or reconstruction of the said sanitary sewer lines or force main, manholes or other appurtenances thereto without express permission of the Grantees herein.

The easement rights granted herein shall be binding upon said Grantors, their heirs, administrators, executors and assigns.

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

Robert E. Hunter
(Robert E. Hunter)

Marilyn P. Hunter
(Marilyn P. Hunter)

STATE OF IOWA :
: SS
COUNTY OF MADISON:

On this 6 day of October, 1970, before me Dean R. Nelson, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Robert E. Hunter and Marilyn P. Hunter, to me personally known to be the persons named in and executed the foregoing easement and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS THEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last given.

DEAN R. NELSON
NOTARIAL SEAL
IOWA

Dean R. Nelson
(Dean R. Nelson)
Notary Public in and for
Madison County, Iowa.

Accepted and approved by Council at Special Meeting of Council on October 21st, 1970.

Acting Town Clerk