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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared By: Conner L. Wasson, 100 Court Ave, Ste 600, Des Moines IA 50309; Phone: (515) 243-7611

Return to: Conner L. Wasson, 100 Court Ave, Ste 600, Des Moines IA 50309

SEWER EASEMENT AGREEMENT

The undersigned, Marvin G. Phillips and Mary E. Phillips, of the County of Madison, State of Iowa, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, and convey unto the Interstate 35 Community School District, an Iowa school corporation, in the County of Madison, State of Iowa, an easement under, through, and across the following described real estate:

Perpetual Easement

Said perpetual easement is more particularly described as follows:

A part of the Southwest ¼ of the Northwest ¼ of Section 15, Township 74 North, Range 26 West of the 5th P.M., City of Truro, Madison County, Iowa lying 15.00 feet parallel and North of the following described line:

Beginning at the Southwest corner of Parcel "L", as recorded in Book 2008, Page 1778 of the Madison County Recorder's Office; thence Westerly along the extension of the Southerly line of said Parcel "L" to the East line of Liken's 2nd Addition, an Official Plat, and to the Point of Terminus

Temporary Easement

Said temporary easement being more particularly described as follows:

A part of the Southwest ¼ of the Northwest ¼ of Section 15, Township 74 North, Range 26 West of the 5th P.M., City of Truro, Madison County, Iowa being the North 25.00 feet of 40.00 feet parallel to and North of the following described line:

Beginning at the Southwest corner of Parcel "L", as recorded in Book 2008, Page 1778 of the Madison County Recorder's Office; thence Westerly along the extension of the Southerly line of said Parcel "L" to the East line of Liken's 2nd Addition, an Official Plat, and to the Point of Terminus.

That said easement is granted unto the Interstate 35 Community School District for the purpose of inspecting, constructing, reconstructing, installing, operating, repairing, and maintaining and servicing a sewer line.

In connection herewith it is specifically agreed that by this easement, Interstate 35 Community School District shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operation said improvements as it deems necessary.

The said Interstate 35 Community School District shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no improvement shall be built or placed upon, nor shall any trees, bushes, or shrubs be planted upon, the above described easement, and that if such improvements are built or constructed, in violation of this easement, Interstate 35 Community School District shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

IN WITNESS THEREOF, we have hereunto affixed our hands this 17 day of May, 2017.

Marcus W. Phillips Mary E. Phillips

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

The foregoing record was duly acknowledged before me this 17 day of May, 2017 by Cindy Kennedy.



Cindy Kennedy
Notary Public - State of Iowa