IND. ✓
Paul Sorimer REC. ✓
PAGE

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1972 MAY -9 PM 2:20
MARY E. WELTY 3 pgs.
RECORDER
MADISON COUNTY, IOWA
Fee #4.50

AGREEMENT

THIS AGREEMENT, made on this 24 day of February, 1958, by and between I.M.M. Paul Sorimer, Party of the First Part, and the Town of St. Charles, Party of the Second Part,

WHEREAS, said Party of the First Part is owner of the following described land situated in Madison County, Iowa, to-wit:

WHEREAS, said Party of the Second Part has applied to the Party of the First Part to grant it rights to construct a 4" water main for the purpose of conveying water through and under said premises, and such other rights of access and incidental as are hereby described, which said Party of the First Part has agreed to do upon the terms hereinafter expressed:

1. In consideration of the sum of $1.00 paid by the Party of the Second Part, the receipt of which is hereby acknowledged, and for the further consideration hereinafter mentioned, the Party of the First Part does hereby grant, bargain and sell to the Party of the Second Part the right to construct a 4" water main for the purpose of conveying water to the Town of St. Charles through and across the premises in question. Said water line to be located within an area and along a course on said premises as selected and described by the Party of the Second Part. Said water line shall be installed parallel to and as close to fence lines as is reasonably possible, and shall be located as approved by the Party of the First Part.

a. Right to enter upon said premises to repair, remove, replace, maintain or service said water line within said described area.

b. To hold and enjoy the said rights and liberties hereby granted unto the Party of the Second Part so long as said area as designated and set forth is used for the purpose herein stated, and at such time when said Party of the Second Part

no longer uses said premises for the purpose herein set forth, all said Second Party's rights, privileges and liberties shall then cease, and any rights that the said Party of the Second Part may have acquired by reason of this instrument, shall revert to the then owners of the premises in question, and this easement shall be null and void.

2. Said Party of the Second Part covenants with said Party of the First Part as follows: namely, that Said Party of the Second Part -

a. Will permit the Party of the First Part to connect a service to the water main and purchase water from the Party of the Second Part at the same rates as water is sold in the Town of St. Charles.

b. Will do all work and things hereby authorized to be done by the Party of the Second Part upon or affecting said premises, in a good workmanlike manner, and so as to cause no unnecessary damage or disturbance to said premises, and will pay over to said Party of the First Part, crop damages if same occur.

c. Will restore the surface and surrounding land to its present condition, or as nearly thereto, as shall be reasonably possible.

d. Will keep said Party of the First Part indemnified against all actions, claims and demands that may be lawfully brought and made against it by reason of anything done by the Party of the Second Part in exercise or purported exercise of the rights and privileges hereby granted.

3. The Party of the First Part hereby conveys and grants unto the Party of the Second Part all rights and privileges in said area for the construction of a water main as heretofore set forth and described.

4. The terms of this Agreement shall be binding upon the successors, executors, administrators, heirs and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their respective names to be signed, and their respective seals to be hereto attached and duly attested the day and year first written above.

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This instrument executed in triplicate.

Paul Scrivner

TOWN OF ST. CHARLES, IOWA.

By A. E. Miller
Mayor

Attested to:

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 24 day of February, 1958, personally came Paul Scrivner to me known to be the identical persons named in and who executed the foregoing instrument as Parties thereto and severally acknowledged the execution of the same to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and seal at St Charles, Iowa, on the date last written above.

Rex D Shuss
Notary Public in and for