

200.
Eastern Iowa Pumping Inc.



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Document 2021 4280 Type 03 006 Pages 2
Date 12/10/2021 Time 2:11:37PM
Rec Amt \$22.00*

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & return to: Steven E. Carr, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

Grantor: Margaret Earlene Houlihan, Trustee of the
Margaret Earlene Houlihan Revocable Trust
dated June 10, 2013

Grantee: Eastern Iowa Pumping, Inc.

EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Margaret Earlene Houlihan, Trustee of the Margaret Earlene Houlihan Revocable Trust dated June 10, 2013 ("Grantor"), does hereby warrant and convey unto Eastern Iowa Pumping, Inc., its successors and assigns ("Grantee"), a perpetual easement for sewer and/or utilities with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove any necessary fixtures and equipment (including associated surface mounted equipment) together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of Delaware, and the State of Iowa:

Parcel B, Part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$) of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 6, Page 121.

The easement area being a strip of land 7 feet in width running adjacent to the entire eastern boundary thereof.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the easement area described above.

Grantor also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described easement area and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might cause damage or create a hazard.

Grantee, its contractor or agent, may enter said premises for the purpose of making plans and preliminary estimates immediately upon the execution of this easement.

The Grantor also grants to the Grantee the right of ingress and egress to said easement, over/under lands now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing any necessary fixtures, or associated equipment and the Grantee agrees to pay the Grantor or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing.

Dated this 29 day of November, 2021.

Margaret Earlene Houlihan Revocable Trust dated June 10, 2013

By: Margaret Earlene Houlihan
Margaret Earlene Houlihan, Trustee

(eh)
STATE OF AZ)
Maricopa) ss.
 COUNTY)

This instrument was acknowledged before me on this 29th day of November, 2021 by Margaret Earlene Houlihan as Trustee of the Margaret Earlene Houlihan Revocable Trust dated June 10, 2013.

Diane E Rice
Notary Public in and for the State of Arizona (eh)

