

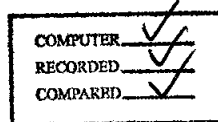
REC \$ 25⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

FILED NO. 002928

BOOK 2003 PAGE 2928

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA



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Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072 (515) 758-2267

STORM SEWER RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That EARLHAM COMMUNITY SCHOOL DISTRICT in the Counties of Madison and Dallas, herein referred to as "School District", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant and convey to the CITY OF EARLHAM, MADISON COUNTY, IOWA, herein referred to as "City", a perpetual easement and right-of-way over, on, through, across and within the following described real estate, to-wit:

A 20.00 foot storm sewer over and across Lots 1, 2, the North 132.5 feet of the East 93 feet of Lot 5, vacated water street and vacated lake ave. all in Outlots to Academy Addition, an Official Plat, Earlham, Madison County, Iowa. The centerline of said 20.00 foot storm sewer easement being more accurately described as follows:

Commencing at the N.E corner of Lot 1 in Outlots to Academy Addition, an Official Plat, Earlham, Madison County, Iowa; thence S 90°00'00"W (assumed for the purpose of this description), along the North line of Lot 1 in said Outlots to Academy Addition, a distance of 306.76 feet to the point of beginning; thence S 07°10'05" W, a distance of 17.85 feet; thence S 26°50'50" W, a distance of 469.70 feet to the point of terminus and to the end of said easement,

(herein called the "Easement Area").

The easement shall be subject to the following terms, conditions, and agreements:

1. Purpose of Easement. The City shall use the easement and Easement Area to operate, use, inspect, repair, maintain, and, if necessary, remove, replace, and enlarge a municipal storm sewer system.
2. Public Use. The storm sewer system located in the Easement Area shall benefit the School District, City, and the public.
3. Right of Access. The City shall have the right of ingress and egress over, under, through and across the School District's real estate adjacent to the Easement Area that is reasonably necessary for the City's use and enjoyment of the Easement Area for the purposes described in paragraph 1.
4. Erection and Placement of Structures, Obstructions, Plantings, or Material Prohibited. The School District shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall the School District cause or permit any obstruction, planting, or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. The City shall have the

right to remove any fence, structure, obstruction, planting, or material placed under, over, on, through, across or within the Easement Area without the City's prior written consent. The City shall not be liable for damages for such removal. The City does hereby consent to the School District's placement of an asphalt and/or concrete parking lot and driveway approach as currently installed over and on the Easement Area. The City does further hereby consent to the School District's erection of a playground fence during the School District's fiscal year 2003-2004 over and on the Easement Area.

5. Cost of Construction. The City and School District acknowledge that the School District has caused the storm sewer to be constructed and installed within the Easement Area. The City and School District acknowledge and agree that the City shall contribute the sum of \$30,000 toward said construction cost. The City shall pay said \$30,000 to the School District upon approval and execution of this easement agreement by both parties.

6. Property of City. Upon approval and execution of this easement agreement by both the City and the School District, the parties acknowledge and agree that all structural material and appurtenant equipment constituting the storm sewer located within the Easement Area shall become and be the property of the City. Expense of maintenance and repair of said storm sewer shall be the responsibility of the City.

7. Easement Benefit. The easement rights granted herein shall inure to the City, its successors in interest, assigns, licensees, permittees, contractors and agents.

8. Easement Runs With Land. The easement shall run with the land and shall be binding on the School District and the City and their respective successors in interest.

9. Approval By City Council And School District. The easement shall be binding upon its approval and execution by the City Council of Earlham, Iowa, and by the Earlham Community School District, which approval shall be noted hereon.

IN WITNESS WHEREOF, this Easement is signed on the dates indicated below.

GRANTOR

EARLHAM COMMUNITY SCHOOL DISTRICT

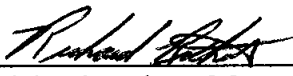
By Carma Herring
Carma Herring, President

ATTEST:

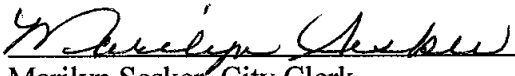
Nancy E. Kuhn
Nancy E. Kuhn, Secretary

GRANTEE

CITY OF EARLHAM, IOWA

By 
Richard Rothert, Mayor

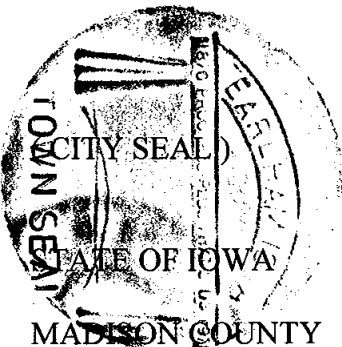
ATTEST:


Marilyn Sesker, City Clerk

STATE OF IOWA)
) SS
MADISON COUNTY)

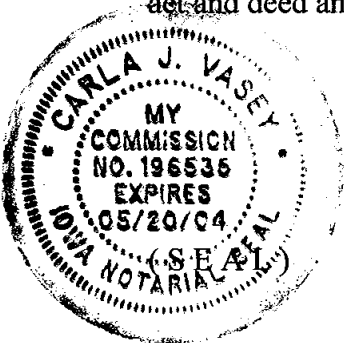
I, Marilyn Sesker, City Clerk of the City of Earlham, Iowa, do hereby certify that the within and foregoing easement was duly approved by the City Council of the City of Earlham, Iowa, pursuant to motion passed on the 13th day of May, 2002.

Dated this 13 day of May, 2003.



Marilyn Sesker
Marilyn Sesker, City Clerk

On this 12 day of May, 2003, before me, a Notary Public in and for said County, personally appeared Richard Rothert and Marilyn Sesker, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Earlham, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in a motion passed by the City Council under Roll Call No.1 on the 13th day of May, 2002, and that Richard Rothert and Marilyn Sesker acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Carla J. Vasey
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

I, Nancy E. Kuhn, Secretary of the Earlham Community School do hereby certify that the within and foregoing easement was duly approved by the Board of Directors of the Earlham Community School District pursuant to ~~Resolution No.~~ a motion passed on the 14th day of May, 2003.

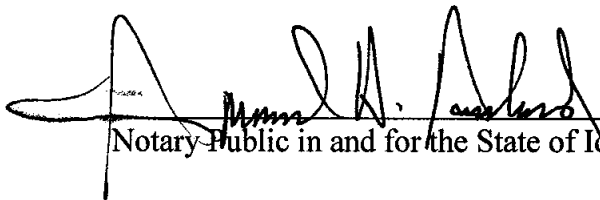
Dated this 15th day of May, 2003.

Nancy E. Kuhn
Nancy E. Kuhn

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 15th day of May, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Carma Herring and Nancy E. Kuhn, to me personally known, who being by me duly sworn did say that they are the President and Secretary, respectively, of the Earlham Community School District; that no seal has been procured by the said corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and the said Carma Herring and Nancy E. Kuhn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




Notary Public in and for the State of Iowa.