

EASEMENT

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KNOW ALL MEN BY THESE PRESENTS:

The undersigned, C. H. COOPER and JUANITA L. COOPER, Husband and Wife, of Pottawattamis County, Iowa, for and in consideration of the sum of One and no/100 Dollar (\$1.00) and the right of the undersigned to make, without charge to Grantors for initial connection fee, one lateral connection serving one residence only, to the main line sewer that may be constructed pursuant to rights granted Grantees or their assigns herein, said lateral connection to be made according to Specifications prescribed by Grantees or their assigns at the Grantors' own expense, and other valuable consideration to us in hand paid by HARMONY HOMES, a Corporation and RIVERBEND CONSTRUCTION COMPANY, INC., a Corporation, do hereby grant, sell and convey to the HARMONY HOMES and RIVERBEND CONSTRUCTION COMPANY, INC., their successors and assigns, a permanent right-of-way and Easement for the purpose of the installation, operation and maintenance of a main line sanitary sewer and manholes, and laterals therefrom, over, across and through the following described real estate situated in Pottawattamis County, Iowa, to-wit:

A strip of land twenty-five (25) feet wide adjacent to the Right of Way of the Chicago, Rock Island and Pacific Railroad Company and through the following described property, to-wit:

That part of Lot 3, Auditor's Subdivision NE 1/4 SE 1/4 of Section 6, and that part of Lot 2, Auditor's Subdivision of NW 1/4 SW 1/4 of Section 5, Township 74, Range 43, described as follows:- Commencing at a point on easterly line of Madison Avenue at a point 12.37 chains East and South 11° 42' East 209.5 feet, from Northwest corner of said NE 1/4 SE 1/4 of Section 6, and from said commencement point running along the East line of Madison Avenue South 11° 42' East 594.4 feet or to the Right of Way of Chicago Great Western Railroad Company, thence northeasterly along the northeasterly line of said Right of Way 491.7 feet to westerly line of Right of Way of Chicago Rock Island & Pacific Railroad Company, thence northeasterly along said Right of Way 311.5 feet, thence West in a straight line 598.3 feet to point of beginning, enclosing therefrom the following described tract of land, commencing at a point on easterly line of Madison Avenue at a point 12.37 chains East and South 11° 42' East 209.5 feet, from Northwest corner of said NE 1/4 SE 1/4 of Section 6, and from said commencement point running along the East line of Madison Avenue South 11° 42' East 594.4 feet or to the Right of Way of Chicago Great Western Railroad Company, thence northeasterly along the northeasterly line of said Right of Way 491.7 feet to westerly line of Right of Way of Chicago Rock Island & Pacific Railroad Company, thence northeasterly along said Right of Way 311.5 feet, thence West in a straight line 598.3 feet to point of beginning.

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-2-

thence southerly to northerly line of said Railroad Right of Way, thence northeasterly along said Right of Way to its intersection with the west line of Right of Way of Chicago Rock Island & Pacific Railroad Company, thence westerly in a direct line 432 feet, more or less, to place of beginning subject to easement to Standard Oil Company.

To have and to hold unto the Grantees, their successors and assigns, a perpetual right to enter upon said premises for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantees above described, and appurtenances thereto, together with the right to excavate and refill ditches and to do all things necessary to the operation of such sanitary sewer.

The Grantor is to fully use and enjoy the premises, except for the purposes hereinbefore granted to the Grantees, their successors and assigns, which hereby agree to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the maintenance and operation of said sewer line after its initial construction.

As a part of the consideration for this grant, the Grantor does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of rights herein granted, except damages hereinabove specified and/or any direct physical damage caused to property of the undersigned now in existence by Grantees' construction forces in the construction of said sewer line.

The consideration first above recited as being paid to Grantor by Grantees is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall be considered as constituting a covenant running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto.

As further consideration, Grantor agrees to furnish Grantees, their successors or assigns with abstract of title to the within described property which Grantees may have continued to title. Grantees' abstract for purposes of title insurance.

Completion

tion. That Grantees shall have a reasonable time to have such continuation of abstract and title examination completed before being required to return said abstract to Grantor, who shall at all times retain ownership of such abstracts as may be furnished Grantees hereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this 6<sup>th</sup> day of December, 1955.

C. H. Cooper  
C. H. COOPER

Juanita L. Cooper  
JUANITA L. COOPER

STATE OF IOWA  
POTTAWATTAMIE COUNTY

On this 6<sup>th</sup> day of December, 1955, before me a notary public in and for Pottawattamie County, personally appeared C. H. Cooper and Juanita L. Cooper to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Paul Weaver  
NOTARY PUBLIC



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