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FILE NO. 1988
BOOK 554 PAGE 1988

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Lorie A. Thompson
LORIE A. THOMPSON
RECORDER
HARRISON CO. IOWA

Prepared by:

Ralph E. Spencer III, 322 E 7th Street, Logan, Iowa (712) 644-2151

PUBLIC UTILITY EASEMENT

THIS EASEMENT AGREEMENT made this 12th day of NOV., 2001 by James R. Hughes and Monica A. Hughes, husband and wife, and Ralph E. Spencer III and Ruth E. Spencer, husband and wife, hereinafter referred to as grantors, is for the purpose of granting a permanent and perpetual easement for all public utility companies, which include, electrical companies, natural gas companies, public telephone companies, city water, and city sewer, hereinafter referred to as grantees, to construct and maintain lines and services over, along, under and across:

The platted streets in Eagle Ridge Acres, Phase III, namely Eagle Park Drive, Eagle Grove Lane, and Eagle Wood Lane, as recorded and platted in the County Recorder's Office for Harrison County, Iowa,

AND

The front ten (10) feet of platted Lots 51, 53, and 54 inclusive, abutting Eagle Park Drive as platted in Eagle Ridge Acres Phase III,

AND

The front ten (10) feet of platted Lots 51 through 53 inclusive, abutting Eagle Grove Lane as platted in Eagle Ridge Acres Phase III,

AND

The front ten (10) feet of platted Lots 55 through 58 inclusive, abutting Eagle Wood Lane as platted in Eagle Ridge Acres Phase III,

AND

The ten (10) feet from each side of the lot lines of Lots 51 through 58 inclusive as platted in Eagle Ridge Acres Phase III.

The grantees shall have the right of ingress and egress to and from said land to survey, erect, construction, maintain, inspect, patrol, rebuild, and repair

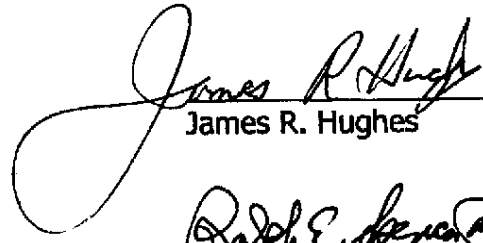
its lines, together with the right to replace, renew and relocate upon, over or under its right of way, all power boxes, poles, wires, anchors, pipes, lines, sewers and appurtenances thereto, and the right to remove any or all of said installations or appurtenances. The grantees may erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines. Grantees may trim and/or cut and clear away any trees, limbs and brush on or adjacent to above described land whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its right of ingress and egress the grantees shall use existing roads or lanes, and shall repair any damage caused by its use thereof. If the grantees shall cut or remove trees under the rights hereby granted, and such trees are valuable for either timber or wood, they shall continue to be the property of the grantors, but all other trees and logs, all tops, limbs and brush shall be burned or removed by the grantees.

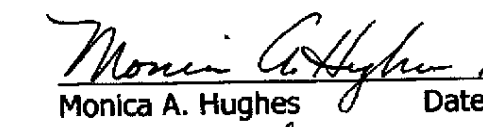
The grantors, their heirs or assigns, may cultivate, use and enjoy the land over or under said lines, provided such use shall not, in the judgment of the grantees, interfere with or endanger the construction, operation or maintenance of said lines.

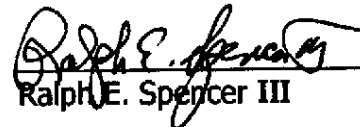
The grantees, its successors or assigns, agrees to pay for any and all permanent damage caused to the platted streets, land, fences, machinery or other personal property of grantors from the construction, operation or maintenance of said lines.

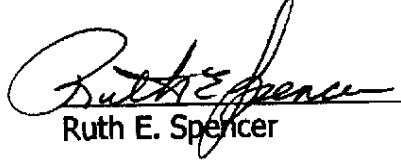
This easement agreement shall run with the land and shall be binding upon the grantors, their heirs successors or assigns.

The grantors reserve the right to grant an easement over this same area for private utilities.

 11-12-01
 James R. Hughes Date

 11-12-01
 Monica A. Hughes Date

 11-12-01
 Ralph E. Spencer III Date

 11/12/01
 Ruth E. Spencer Date

STATE OF IOWA)
COUNTY OF) ss.
HARRISON)

On this 12th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and wife, Monica A. Hughes; and Ralph E. Spencer III and wife, Ruth E. Spencer, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Jeremy C. Dunn
NOTARY PUBLIC

