

Deed Record, No. 64, Fremont County, Iowa

#56 Fee \$5.50 Filed for record January 21, 1970 at 10:10 A.M. Vernon C. Marshall, Recorder

M.S.T.

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Robert A. Read and Maribelle Read, husband and wife, and Glen E. Rydberg and Virginia Read Rydberg, husband and wife, the Grantors herein, in consideration of the sum of TWO THOUSAND (\$2,000.00)-----DOLLARS, and the valuable considerations to them paid by the City of Shenandoah, Iowa, the Grantee herein, receipt of which is hereby acknowledged, do Grant, Release and Convey to the City of Shenandoah, Iowa, a Municipal Corporation, its successors and assigns forever, a perpetual or permanent Easement as described herein, and a temporary Easement as described herein, over, under and through the following described real estate for the purposes of construction, using, replacing and maintaining a sanitary sewer, tributary connections and appurtenant work in any part of said Easements, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said property covered by said Easements for said purposes:

The Northeast Quarter (NE $\frac{1}{4}$) of Section 24, Township 69, N., Range 40, West of the 5th P.M., in Fremont County, Iowa.

The Temporary Easement above mentioned shall be sixty (60) feet in width and the Permanent Easement above mentioned shall be twenty (20) feet in width and the center line of said Easements is described as follows:

Commencing on the West right-of-way line of U. S. Highway #59, at a point 1318 feet South of the Northeast corner of the above said Northeast Quarter, thence West a distance of approximately 1050 feet to the Northeastly right-of-way line of State Highway No. 2, Fremont County, Iowa; and

Commencing on the southwesterly right-of-way line of State Highway No. 2 at a point 1318 feet south of the north line of above said Section 24, thence west a distance of approximately 1408 feet to the east right-of-way line of the ACCESS road to the City of Shenandoah Sewage Treatment Facilities, Fremont County, Iowa..

This Deed of Easement is executed and delivered and said Easements are granted upon the following conditions, to-wit:

1 - Grantee agrees to restore the property of the Grantors to a neat and presentable condition, upon completion of the installation and construction of said sewer.

2 - Grantors herein shall have the right to use the surface of said area for purposes consistent with these Easements.

3 - Grantee herein is given the right to enter upon the premises of Grantors for the purpose of making all necessary repairs, alterations and maintenance of the sewer line to be constructed thereon, provided the Grantee shall restore the property of the Grantors to a neat and presentable condition, in the event of any repairs or maintenance to said sewer line.

In the event Grantee should go upon said premises, after the construction of said sewer, for the purpose of repairs, maintenance, or for the purpose of exercising its right of Easement, the Grantee shall pay for any damages which it or its employees may cause against the property of the Grantors.

4 - Grantors and their tenants shall have time to remove the present corn or bean crop growing on said premises before construction of said sewer is commenced.

5 - In preparation for the construction of said sewer, Grantee shall remove eight (8) inches of top soil and place it in a position where, after it has filled the ditch caused by such construction, said top soil shall be placed on top in the same position as it is at the present time.

6 - The Grantors or their heirs, agents or assignees shall have the right to connect a sewer line of their own on the sewer which Grantee proposes to construct and such persons or entity who makes such construction shall do so at their own respective expense, and there shall be no "tapping" charge claimed by the Grantee therefor. Provided, however, that the foregoing right to connect a sewer line or lines shall be subject to the following requirements:

(a) Said sewer line or lines shall be constructed and connected in accordance with City and State laws and specifications regulating such construction and connections, and according to and using commonly accepted engineering and construction methods and techniques.

(b) Before Grantors commence construction and connection there

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officers or employees present during construction and connection of said sewer line or lines, and to have the construction and connection made under and according to the reasonable directions of the Grantee.

- (c) Grantee retains its right of assessment in the event of Annexation of the property herein described, and the necessary construction and maintenance of sewer lines therein.
- (d) Grantee retains its right to make a reasonable charge for the use of said sewer, said charge to be a sewer use tax or otherwise, as may be provided by law.

7 - In the event construction and installation of the sanitary sewer described herein, over, under and through the within described real estate is not completed by April 1, 1970, Grantee shall pay to Grantors, not as a penalty, but as pre-determined agreed liquidated damages, the amount of Ten Dollars (\$10.00) per calendar day for each day beyond April 1, 1970, required to complete said construction and installation.

8 - Grantee agrees that the Temporary Easement described herein shall terminate upon completion of installation and construction of said sanitary sewer.

9 - The Perpetual or Permanent Easement in favor of the Grantee shall run with the land forever, and the provisions herein shall inure to the benefit of, and bind, the heirs, executors, administrators and assigns of the respective parties hereto.

Dated this 6th day of December, 1969.

s/ Robert A. Read
Robert A. Read

s/ Glen E. Rydberg
Glen E. Rydberg

s/ Maribelle Read
Maribelle Read

s/ Virginia Read Rydberg
Virginia Read Rydberg

State of Iowa: Page County: ss

On this 6th day of December, 1969, before me, the undersigned, a Notary Public in and for Page County, Iowa, personally appeared
ROBERT A. READ and MARIBELLE READ,
husband and wife,
to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

s/ Ruth C. Doty
Notary Public in and for
said County in said State

State of Nebraska: Douglas County: ss

On this 6th day of December, 1969, before me, the undersigned a Notary Public in and for Douglas County, State of Nebraska, personally appeared
GLEN E. RYDBERG and VIRGINIA READ RYDBERG,
husband and wife,
to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

My Commission Expires 4-10-72

s/ Heath Miller
Notary Public in and for
Douglas County, Nebraska

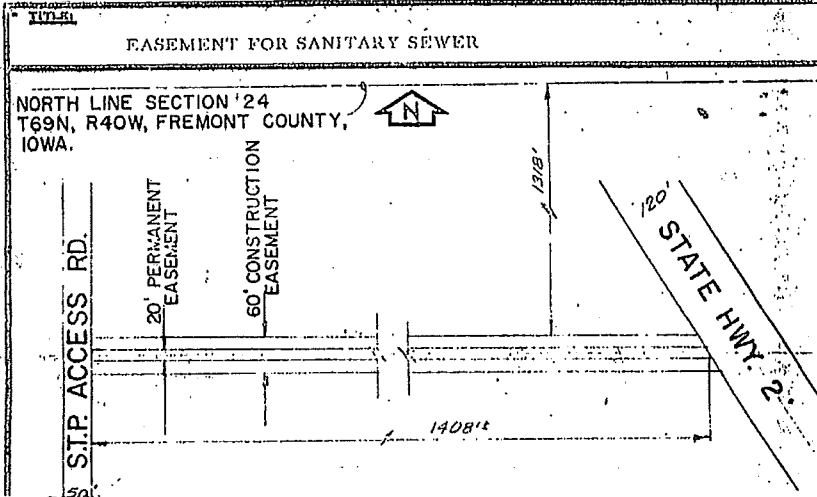
This Deed of Easement has been approved by the City Council of the City of Shenandoah, Iowa, this 15th day of December, 1969.

(SEAL OF CITY)

ATTEST: s/ Donald L. Baxter
City Manager

s/ Karl S. Bond
Mayor of the City of
Shenandoah, Iowa

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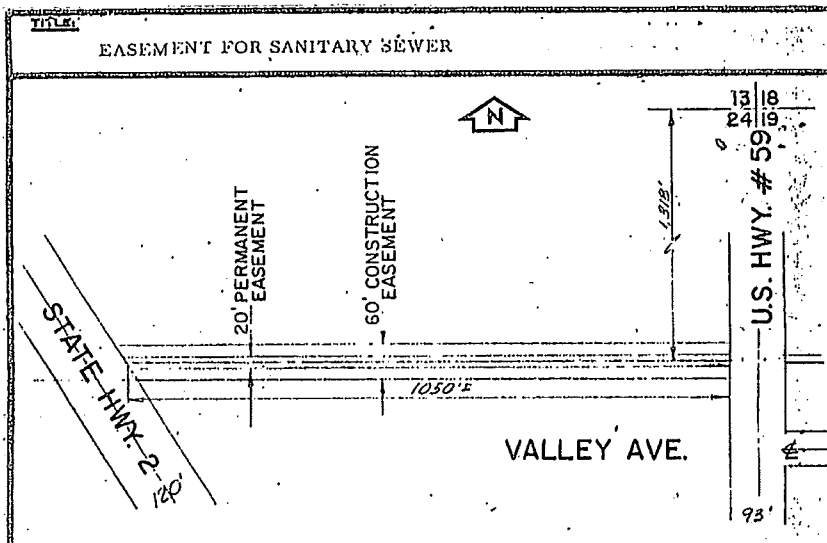


Tract located in NE $\frac{1}{4}$, NE $\frac{1}{4}$ Section 24, T 69 N, R 40 W
Fremont County, Iowa.

A twenty (20) foot permanent easement and a sixty (60) foot
temporary construction easement, for the construction of a
sanitary sewer; the centerline described as follows:

Commencing on the southwesterly right-of-way line of State Highway #2
at a point 1318' south of the north line of above said Section 24; thence,
west a distance of approximately 1408' to the east right-of-way line of
the ACCESS road to the City of Shenandoah Sewage Treatment Facilities.

Location:	Date	By	Job	Henningson, Durham & Richardson, Inc.
Shenandoah, Iowa	Jan 69	PJM	73506 A	Omaha, Nebraska



Tract located in NE $\frac{1}{4}$, NE $\frac{1}{4}$ Section 24,
T 69 N, R 40 W, Fremont County, Iowa

A twenty (20) foot permanent easement and a sixty (60) foot temporary
construction easement, for the construction of a Sanitary Sewer; the
centerline described as follows:

Commencing on the west right-of-way line of U.S. Highway #59 at a point
1318 feet south of the NE corner of the above said NE $\frac{1}{4}$; thence, west a
distance of approximately 1050 feet to the northeasterly right-of-way line
of State Highway #2, Fremont County, Iowa.

Location:	Date	By	Job	Henningson, Durham & Richardson Inc.
Shenandoah, Iowa	Jan 69	PJM	73506 A	Omaha, Nebraska