

Filed for Record the 16 day of AprilA.D., 1993 at 2:32 o'clock P.

55
WMS Realty Limited Partnership
Erickson Development Co., Inc.

County Clerk
 COUNTY RECORDER

RECORD FEES

PO. 18 485 - 137

WATER AND SEWER EASEMENT AGREEMENT

THIS WATER AND SEWER EASEMENT AGREEMENT ("Agreement") is made and entered into this 31st day of December, 1992, by and among WMS REALTY LIMITED PARTNERSHIP, 667 Madison Avenue, New York, New York 10021 ("WMS") and ERICKSON DEVELOPMENT COMPANY, INC., 3208 South Alpine Road, Rockford, Illinois 61109 ("Erickson").

BACKGROUND FACTS

A. WMS owns the parcel of real property described on Exhibit A attached hereto ("Wal-Mart Parcel"), and Erickson owns the parcel of real property described on Exhibit B attached hereto ("Erickson Parcel").

B. Erickson desires to install a water line and a sanitary sewer line over, across and through a portion of the Wal-Mart Parcel for the benefit of the Erickson Parcel and to tie into and use a common sanitary sewer line and related facility constructed on the Wal-Mart Parcel ("Common Sanitary Sewer Line and Facility").

C. Ottumwa Square Associates Limited Partnership ("Ottumwa Square") owns the parcel of property described on Exhibit C attached hereto ("Ottumwa Square Parcel"), and the Ottumwa Square Parcel and the Wal-Mart Parcel together comprise a shopping center known as "Quincy Place" in Ottumwa, Iowa.

WMS
 D. WAL-MART STORES, INC., SUCCESSOR IN INTEREST TO Wal-Mart Properties, Inc. ("Wal-Mart") and Ottumwa Square are parties to that certain Easements with Covenants and Restrictions Affecting Land recorded in Book 462, Page 650 of the Public Records of Wapello County, Iowa, as amended ("ECR"), pursuant to which Wal-Mart and Ottumwa Square granted to each other the right to use utility lines and facilities installed on each party's parcel, including water and sanitary sewer lines, in connection with the development of Quincy Place, including the Common Sanitary Sewer Line and Facility.

E. Ottumwa Square joins in this Easement for the sole purpose of acknowledging its consent to Erickson's use of and connection into the Common Sanitary Sewer Line and Facility.

F. WMS is willing to grant to Erickson, its successors and assigns, the right to construct, install and lay a water line and sewer line on the Wal-Mart Parcel, and to connect into and use the Common Sanitary Sewer Line and Facility on certain terms and conditions.

38

NOW, THEREFORE, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, WMS and Erickson agree as follows:

1. Grant of Easements.

(a) Water Line Easement.

WMS does hereby grant and convey to Erickson, its successors and assigns, a perpetual non-exclusive easement ("Water Line Easement"), to and for the benefit of and appurtenant to the Erickson Parcel, over, across and through the parcel of property described on Exhibit D attached hereto ("Water Line Easement Parcel") for the purpose of installing, constructing, maintaining, repairing and replacing a 20 foot water line ("Water Line").

(b) Sanitary Sewer Line Easement.

WMS does hereby grant and convey to Erickson, its successors and assigns, a perpetual, non-exclusive easement ("Sanitary Sewer Line Easement") to and for the benefit of and appurtenant to the Erickson Parcel over, across and through the parcel of property described on Exhibit E attached hereto ("Sanitary Sewer Line Easement Parcel") for the purpose of installing, constructing, maintaining, repairing and replacing a 340 foot sanitary sewer line ("Sanitary Sewer Line"). The Water Line Easement Parcel and the Sanitary Sewer Line Easement Parcel are sometimes referred to herein collectively as the "Easement Parcels."

2. Grant of Sanitary Sewer Easement. WMS does hereby grant and convey to Erickson, its successors and assigns, a perpetual, non-exclusive easement, to and for the benefit of and appurtenant to the Erickson Parcel, to connect into the Common Sanitary Sewer Line and Facility constructed on the Wal-Mart Parcel at the northeast corner of the Common Sanitary Sewer Easement Parcel and to use the Common Sanitary Sewer Line and Facility constructed on the Wal-Mart Parcel for the benefit of Quincy Place. Ottumwa Square joins in this Agreement for the sole purpose of acknowledging its consent to the grant to Erickson of the right to tie into and use the Common Sanitary Sewer Line and Facility which benefits Quincy Place and the Ottumwa Square Parcel.

3. Reservations of Easement. The foregoing grant of easements do not, and shall not be deemed to be construed to, limit the rights of WMS, Wal-Mart and/or Ottumwa Square, their respective successors and assigns, or their respective tenants or invitees, to use the Common Sanitary Sewer Line and Facility or to restrict WMS and/or

139

Ottumwa Square in any way whatsoever from granting to other parties the right to tie into and use the Common Sanitary Sewer Line and Facility.

4. **Construction.** Erickson shall, at its sole cost and expense, construct the Water Line and the Sanitary Sewer Line within the Water Line Easement Area and the Sanitary Sewer Line Easement Area, respectively, provided that (i) Erickson diligently constructs the Water Line and the Sanitary Sewer Line to cause the minimum amount of interference to WMS and Ottumwa Square, and their respective tenants, customers and invitees, and (ii) Erickson delivers to Wal-Mart and Ottumwa Square not less than seven (7) business days' prior written notice of the date Erickson proposes to construct and install the Water Line and Sanitary Sewer Line.

It is a condition of this Agreement that upon completion by Erickson, its successors and assigns, of the construction of the Water Line and the Sanitary Sewer Line hereunder, or of any reconstruction, repair, replacement or removal of the Water Line or the Sanitary Sewer Line subsequent to the initial installation of the same, that Erickson, its successors and assigns, shall restore the Easement Parcel on which work was performed to the condition that existed immediately prior to the installation, maintenance, repair or reconstruction of the improvements within the Easement Parcel, including the restoration of any pavement or landscaping disturbed thereby.

It is a further condition of this Agreement that Erickson, its successors and assigns, shall at its sole cost and expense repair or pay for the repair of any damage it causes to improvements located on the Wal-Mart Parcel or Ottumwa Square Parcel.

If Erickson, its successors or assigns, commence construction of the Water Line or the Sewer Line, and thereafter fails to complete said construction pursuant to all applicable building code requirements, then WMS shall have the right, but not the obligation, to complete said construction pursuant to all applicable building code requirements, and Erickson, its successors and assigns shall within ten (10) days after receipt of an invoice therefor, pay the amount of such invoice to WMS. If Erickson fails to reimburse WMS for its costs incurred in completing construction of the Water Line or the Sewer Line within said ten (10) day period, such cost shall constitute a lien against the Erickson Parcel in favor of WMS until such time as Erickson shall pay such reimbursement to WMS.

5. **Maintenance.**

(a) Erickson, its successors and assigns, shall, at its sole cost and expense, maintain, or cause to be maintained, the Water Line and Sanitary Sewer Line within the Easement Parcel in a state of good order and repair and in a safe, clean, sanitary and tenantable condition, free and clear of

40
rubbish, debris or other hazards to persons benefitting from the same and to make all repairs and improvements necessary to so maintain the Water Line and Sanitary Sewer Line in the condition contemplated herein.

(b) If Erickson, its successors and assigns, fail to maintain, or cause to be maintained, the Water Line or the Sanitary Sewer Line in the manner described in the preceding paragraph, then WMS shall have the right, but not the obligation, to perform whatever maintenance may be necessary to maintain the Water Line and Sanitary Sewer Line in the condition contemplated herein and Erickson, its successors and assigns shall, within 10 days after receipt of an invoice for expenses incurred in connection with such maintenance, pay the amount of such expenses to WMS. In the event Erickson fails, after such ten (10) day period, to reimburse WMS for its costs and expenses incurred in connection with any maintenance performed by WMS to the Water Line or the Sanitary Sewer Line, such cost and expense shall constitute a lien against the Erickson Parcel in favor of WMS, until such time as Erickson shall pay such reimbursement to WMS.

(c) Erickson does hereby indemnify, defend and save harmless WMS, Wal-Mart and Ottumwa Square, and their respective successors and assigns, from and against any and all liability, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use, management, or maintenance of the Water Line, the Sanitary Sewer Line, the Water Line Easement Parcel and the Sanitary Sewer Line Easement Parcel by Erickson, its successors and assigns.

6. Benefit. All of the covenants, terms, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants "running with the land," binding upon, inuring to the benefit of and enforceable by the parties hereto, and their respective successors and assigns.

7. Perpetuity. All the rights, privileges and easements granted herein shall be and remain in effect in perpetuity, unless terminated or modified by a recorded document executed by the then holder of fee title to the Wal-Mart Parcel, Wal-Mart, so long as Wal-Mart shall be the lessee of the Wal-Mart Parcel, and the then holder of fee title to the Erickson Parcel.

8. Enforcement. In the event it is necessary for either party to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the nondefaulting party for reasonable attorneys'

141

fees and costs, including reasonable attorneys' fees and costs incurred on appeal of any lower court decision.

9. Consent of Wal-Mart. By execution of this Agreement, Wal-Mart hereby acknowledges that it has read the terms of this Agreement and hereby consents to said terms and that any interest of Wal-Mart in and to the Wal-Mart Parcel shall hereafter be subordinate to the terms, rights and obligations herein set forth.

10. Consent of Mortgages.

(A) First National Bank of Chicago, who holds a mortgage as Trustee against the Wal-Mart Parcel, hereby consents to the terms and conditions of this Water and Sewer Easement Agreement, to the extent of its right, title and interest in and to the Wal-Mart Parcel, and hereby acknowledges and agrees that its mortgage shall hereafter be deemed subordinate to this Water and Sewer Easement Agreement.

(B) J. G. Finley, who holds a mortgage as Trustee against the Wal-Mart Parcel, hereby consents to the terms and conditions of this Water and Sewer Easement Agreement, to the extent of its right, title and interest in and to the Wal-Mart Parcel, and hereby acknowledges and agrees that its mortgage shall hereafter be deemed subordinate to this Water and Sewer Easement Agreement.

11. Exculpation. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this instrument by the parties hereto, that if any of the parties shall fail to perform any covenant, term or condition of this Agreement upon such party's part to be performed and, as a consequence of such default, any other party to this Agreement shall recover a money judgment against the non-performing party, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of the non-performing party in and to the parcels subject hereto, as the same may then be encumbered, and such non-performing party nor any of the partners, shareholders, or officers comprising such non-performing party shall be liable for any deficiency. It is understood that in no event shall any such judgment creditor have any right to levy execution against any property of the non-performing party other than its interest in the subject parcel, as hereinbefore expressly provided.

IN WITNESS WHEREOF, WMS and Erickson have caused this Agreement to be executed the day and year first above written.

42
Signed, sealed and delivered in the presence of:

WMS REALTY LIMITED PARTNERSHIP

A Delaware Limited Partnership

By WMS Realty Partner Corp.

its General Partner A Delaware Corporation

By: Thomas J. Tisch

Its: President



WITNESSES:

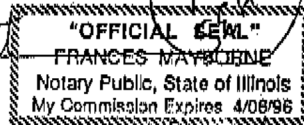
Cynthia M. Murphy

Notary Public

ERICKSON DEVELOPMENT COMPANY, INC.

By: James H. Erickson

Its: President



Frances Maybome

CONSENTING SIGNATORY:

OTTUMWA SQUARE ASSOCIATES LIMITED
PARTNERSHIP, an Ohio limited
partnership, by its General Partner,
W & M Properties

WITNESSES:

Reggie L. Jenkins

Cynthia M. Murphy

By: John R. McGill, General Partner

143

WITNESSES:

Barbara Benson
Carl F. Harmon

WAL-MART ~~STORES~~ INC.
 an ~~INCORPORATED~~ corporation
 DELAWARE
 By: Michael R. Neenan
 ASST VICE PRESIDENT

WITNESSES:

Theresa DePalma
J. J. Hill

FIRST NATIONAL BANK OF CHICAGO,
 TRUSTEE

By: R. J. Brunce
 R. J. BRUNCE
 Its: VICE PRESIDENT

WITNESSES:

Theresa DePalma
J. J. Hill

J. G. FINLEY, TRUSTEE

J. G. Finley
 J. G. Finley

New York
STATE OF ~~CHIO~~ *New York*) SS:
COUNTY OF ~~CUTAGO~~)

BEFORE ME, a Notary Public in and for said County and State, personally appeared THOMAS J. Tisch, President of LIMITED PARTNERSHIP, the partnership which executed the foregoing instrument, who acknowledged that he did execute the foregoing instrument on behalf of said partnership and that same is his free and voluntary act and deed as president of _____, general partner of said partnership and is the free act and deed of said general partnership for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at ~~Horseland Hills, Ohio~~ this 4th day of December, 1992.

New York, N.Y.

Carol D. Diktor
Notary Public

CAROL DIKTORSKI
NOTARY PUBLIC, State of New York
No. 304720514
Qualified in Nassau County
Gen. Filed in New York County
Commission Expires June 30, 1994

STATE OF Illinois)
COUNTY OF Winnebago) SS:

S. M. Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Wayne Baichan and Debra Baichan, known to me to be the _____ President and Secretary respectively, of ERICKSON DEVELOPMENT COMPANY, the corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for, and on behalf of said corporation being thereunto duly authorized by its Board of Directors that the same is their free act and deed as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Rockford, Illinois this 13 day of January, 1992.

"OFFICIAL SEAL"
FRANCES MAYBORNE
Notary Public, State of Illinois
My Commission Expires 4/08/96

Frances Mayborne
Notary Public

145-

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared JOHN R. MCGILL, General Partner of W & M PROPERTIES, General Partner of OTTUMWA SQUARE ASSOCIATES LIMITED PARTNERSHIP, the partnership which executed the foregoing instrument, who acknowledged that he did execute the foregoing instrument on behalf of said partnership and that same is his free and voluntary act and deed as general partner of W & M Properties, general partner of said partnership and is the free act and deed of said limited partnership for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Moreland Hills, Ohio this 8th day of January, 1992.

RENEE L. JENKINS, Notary Public
State of Ohio
My Commission Expires November 7, 1994
1994

Renee L. Jenkins
Notary Public



STATE OF ARKANSAS)
) SS:
COUNTY OF BENTON)

Be it remembered that on this 5th day of October, 1992, before me a Notary Public in and for the County and State aforesaid, came Michael R. Nelson, Vice President of WAL-MART STORES, INC., a Delaware corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Renee L. Jenkins
Notary Public



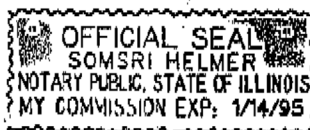
My commission expires July 19, 1993.

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, R.T. BELMONT, known to me to be the VICE PRESIDENT of FIRST NATIONAL BANK OF CHICAGO, the corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his free act and deed as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CHICAGO, ILLINOIS this 5TH day of JANUARY, 1993.

Somsri Helmer
Notary Public

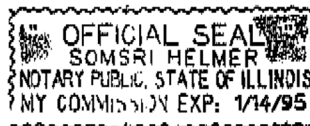


STATE OF ILLINOIS)
COUNTY OF COOK) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named J. G. FINLEY, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CHICAGO, ILLINOIS this 5TH day of JANUARY, 1993.

Somsri Helmer
Notary Public



147

EASEMENT.H20

022692

060392

061992

082092

092592

This instrument prepared by:

Allgood & Cyncynatus
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022
(216) 247-4700

EXHIBIT "A"

DESCRIPTION

1-Mart Parcel (Dept. Store "A") or Tract-4 :

part of Government Lot Four (4), in Section Twenty-three (23), Township Seventy-two North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa together with a part of the Accretions belonging to said part of Government Lot Four (4), being otherwise known and described as a part of Auditor's Lot One (1), a part of Auditor's Lot Three (3) and a part of Auditor's Lot Five (5) of said Government Lot Four (4) located in a part of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 23, ALSO, a part of Government Lot One (1), in Section Twenty-six (26), Township Seventy-two North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, together with all of the accretions belonging to said part of Government Lot One (1), being otherwise known and described as a part of Auditor's Lot One (1) and a part of Auditor's Lot Two (2) of said Government Lot One (1) located in the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, being more particularly described as follows, to-wit:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23 and also a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, all in Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the North One-quarter (N $\frac{1}{4}$) Corner of said Section 26; thence North 90°-55'-50" East along the North line of said Section 26, a distance of 52.01 feet to the Southeast Corner of the right of way acquired by the State of Iowa by Warranty Deed from David J. Thorne and Anna Thorne, filed for Record on the 5th Day of February 1963 in Book 307, Page 376 in the Office of the Recorder, Wapello County, Iowa, said point also being the point of beginning of the Tract of Land herein described; thence North 00°-40'-30" East along the East right of way line of Quincy Ave., a distance of 49.58 feet; thence leaving the said right of way line and running South 89°-53' East, a distance of 184.80 feet; thence North 00°-07' East, a distance of 235.00 feet; thence North 89°-53' West, a distance of 182.51 feet to a point on the said East right of way line of Quincy Ave.; thence North 00°-40'-30" East along the said East right of way line of Quincy Ave., a distance of 65.00 feet; thence leaving the said right of way line and running South 89°-53' East, a distance of 181.88 feet; thence North 00°-07' East, a distance of 193.00 feet to a point on the South right of way line of U. S. Highway No. 34 as found described of Record in said Book 307, Page 376; thence South 89°-53' East along the said South right of way line of U. S. Highway No. 34 as found described in Book 307, Page 376 and also found described in Book 307, Page 370, in the said Office of the Recorder, Wapello County, Iowa on a line that is 135 feet normally distant Southerly from centerline of Primary Road No. U. S. 34, a distance of 34.00 feet; thence leaving the said right of way line and running South 00°-07' West, a distance of 566.00 feet; thence North 89°-53' West, a distance of 104.00 feet; thence South 00°-07' West, a distance of 189.70 feet; thence South 89°-53' East, a distance of 150.00 feet; thence South 00°-07' West, a distance of 190.00 feet; thence South 45°-07' West, a distance of 14.14 feet; thence North 89°-53' West, a distance of 770.14 feet to a point on the East right of way line of the said Quincy Ave., said point also being 30.00 feet East of the West line of the said NE $\frac{1}{4}$ of Section 26; thence North 00°-14'-30" East along the said East right of way line of Quincy Ave., a distance of 64.70 feet; thence leaving the said right of way line and running South 89°-53' East, a distance of 108.00 feet; thence North 00°-07' East, a distance of 70.00 feet; thence North 89°-53' West, a distance of 187.41 feet to a point on the said East right of way line of Quincy Ave.; thence North 00°-14'-30" East along the said East right of way line of Quincy Ave., a distance of 48.36 feet to a point on the North line of the said NE $\frac{1}{4}$ of Section 26; thence North 89°-55'-50" East along the said North line of the NE $\frac{1}{4}$ of Section 26, a distance of 22.01 feet to the point of beginning, containing 536,786.53 square feet or 12.322 Acres.

149

Lot Number one (1) in HEHR'S First Addition to the City of Ottumwa, Iowa

Exhibit B

DESCRIPTION

FOR MORTGAGE PURPOSES:

Tract Five(5) and a part of Tract Six (6), in W & M Properties Sub-division of a part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23) and a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-six (26), all in Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Tract Five (5), thence North 89° - 53' West along the North line of said Tract Five (5), the same being the South line of the right of way of U.S. Highway No. 34, a distance of 602.35 feet to the Northwest Corner of said Tract Five (5); thence along the following described lines that is the Common Division Line between Tract Four (4) and said Tract Five (5) of W & M Properties Subdivision, South 00° - 07' West, a distance of 566.00 feet; thence North 89° - 53' West, a distance of 104.00 feet; thence South 00° - 07' West, a distance of 159.70 feet; thence South 89° - 53' East, a distance of 150.00 feet; thence South 00° - 07' West, a distance of 190.00 feet to the Southwest corner of said Tract Five (5); thence South 45° - 07' West along the line between said Tracts Four (4) and Six (6), a distance of 14.14 feet to the Southwest Corner of said Tract Six (6); thence South 89° - 53' East along the South line of said Tract Six (6), a distance of 415.97 feet; thence North 45° - 07' East, a distance of 319.68 feet; thence North 00° - 07' East, a distance of 700.00 feet to a point on the North line of said Tract Six (6); thence North 89° - 53' West along the North line of said Tract Six (6) the same being the South line of the right of way of U. S. Highway No. 34, a distance of 75.67 feet to the point of beginning, containing in all 13.997 Acres.

Lewis E. Graham, Jr.
Lewis E. Graham, Jr., A. L. S.
Iowa Reg. No. 3955



EXHIBIT C

Survey For: Developers Diversified 34555 Chagrin Boulevard Moreland Hills, Ohio 44022	Graham & Associates Lewis E. Graham, Jr. Professional Land Surveyor Iowa Reg. No. 3955 728 Grady St. Ottumwa, Iowa 52501			
DRAWN BY: L. E. A.	REVISED:	DATE: 10.11.17	Scale: -----	No. -----

EXHIBIT D

151

Water Line Easement

A part of Tract Five (5) of W S M Properties Subdivision of a part of the SE $\frac{1}{4}$ of Section 23 and a part of the NE $\frac{1}{4}$ of Section 26, all in Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit:

A 10.00 Foot East and West by 20.00 foot North and South Easement for a Water line for ingress and Egress, Installation and Maintenance thereof over the following described Tract of Land: Commencing at the Northeast Corner of Out Lot "A" in the said W S M Properties Subdivision; thence South 89° - 53' East along the North line of said Out Lot "A" produced, a distance of 15.00 feet; thence South 00° - 07' West, a distance of 237.86 feet; thence South 19° - 00' - 30" West, a distance of 102.36 feet to a point on the South line of the said Tract Five (5), in W S M Properties Subdivision, said point also being North 89° - 53' West, a distance of 30.00 feet from the Northeast Corner of HEHR'S First Addition to the City of Ottumwa, Wapello County, Iowa, said point also being the point of beginning of the Tract of Land herein described; thence North 89° - 53' East, a distance of 10.00 feet; thence North 00° - 07' East, a distance of 0.00 feet; thence South 89° - 53' East, a distance of 10.00 feet; thence South 00° - 07' West, a distance of 20.00 feet to the point of beginning.

EXHIBIT E

EASEMENT DESCRIPTIONSSanitary Sewer Line

A Part of Tract Five (5) of W & M Properties Subdivision of a part of the SE $\frac{1}{4}$ of Section 23 and a part of the NE $\frac{1}{4}$ of Section 29, all in Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit:

A 10.00 foot wide Easement for a Sanitary Sewer Line for Ingress and Egress, Installation and Maintenance thereover the following described Tract of Land: Commencing at the Northeast Corner of Out Lot "A" in the said W & M Properties Subdivision; thence South 89° - 53' East along the North line of said Out Lot "A" produced, a distance of 15.00 feet to the point of beginning of the Tract of Land herein described; thence South 00° - 07' West, a distance of 237.86 feet; thence South 18° - 00' - 30" West, a distance of 102.36 feet to a point on the South line of the said Tract Five (5), in W & M Properties Subdivision, said point also being North 89° - 53' West, a distance of 30.00 feet from the Northeast Corner of HEHR'S First Addition to the City of Ottumwa, Wapello County, Iowa; thence South 89° - 53' East a distance of 10.57 feet; thence North 18° - 00' - 30" East, a distance of 100.59 feet; thence North 00° - 07' East, a distance of 239.52 feet; thence North 89° - 53' West, a distance of 10.00 feet to the point of beginning.