



Document 2024 2594

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INDX

ANNO

SCAN

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by and return to:

Andrew J. Barden, City Administrator
City of Winterset
124 W. Court Avenue
Winterset, IA 50273
(515) 462-1422

CERTIFICATION

The undersigned duly appointed and acting City Administrator of the City of Winterset, Iowa, does hereby certify the following described documents as true and authentic copies of the official records in the custody of the Office of the Clerk of the City of Winterset, Iowa:

1. Resolution 2024-51 approving the Municipal Utility Easement Agreement with Farmers & Merchants State Bank (including Exhibits "A" and "B" attached thereto).

The undersigned further certifies that the Resolution described above was duly passed by the Council and approved by the Mayor on the date shown thereon.

Dated this 21st day of October 2024 at Winterset, Madison County, Iowa.

Andrew J. Barden
City Administrator
City of Winterset, Iowa

SEAL



RESOLUTION 2024-51

RESOLUTION APPROVING MUNICIPAL UTILITY EASEMENT AGREEMENT WITH FARMERS & MERCHANTS STATE BANK FOR THE WEST SIX FEET (6') OF THE SOUTH SEVEN FEET (7') OF LOT TWO (2) IN BLOCK TEN (10) OF THE ORIGINAL TOWN OF WINTERSET, MADISON COUNTY, IOWA (LOCALLY KNOWN AS 110 W. GREEN STREET, WINTERSET, IOWA).

WHEREAS, in an effort to improve the City of Winterset electrical system and service, the Winterset Municipal Utilities Electric Department has undertaken the process of converting all overhead electric facilities into underground facilities;

WHEREAS, as part of the underground conversion process the Winterset Municipal Utilities Electric Department will install pad-mounted transformers;

WHEREAS, in certain circumstances the pad-mounted transformers must be placed on private property, not owned by the City of Winterset;

WHEREAS, the installation and maintenance of the pad-mounted transformers on private property requires the property owner to grant the City of Winterset an Easement;

WHEREAS, the City of Winterset has requested an Easement over, along, across and under the following described real estate, to-wit:

The West Six Feet (6') of the South Seven Feet (7') of Lot Two (2) in Block Ten (10) of the Original Town of Winterset, Madison County, Iowa (hereinafter "Easement Area").

WHEREAS, the legal titleholder and owner of the above described Easement Area is Farmers & Merchants State Bank;

WHEREAS, the property was surveyed and the Easement Area was agreed upon by both Winterset Municipal Utilities and the property owner (See Exhibit "A" attached hereto); and,

WHEREAS, Winterset Municipal Utilities and the property owner both have approved the form of Municipal Utility Easement agreement attached hereto as Exhibit "B".

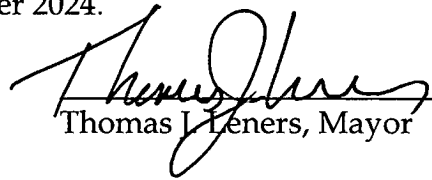
NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Winterset, Iowa as follows:

The City of Winterset shall enter into a Municipal Utility Easement agreement with Farmers & Merchants State Bank as set forth in Exhibit "B" attached hereto for an easement over, along, across and under the following described real estate:


The West Six Feet (6') of the South Seven Feet (7') of Lot Two (2) in Block Ten (10) of the Original Town of Winterset, Madison County, Iowa.

The city clerk shall affix the city seal and record this document with the Madison County Recorder.

Passed and approved this 7th day of October 2024.


Thomas J. Leners, Mayor

ATTEST:



Andrew J. Barden, City Administrator

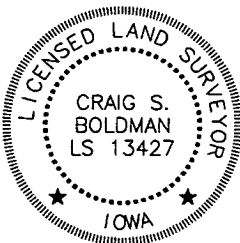
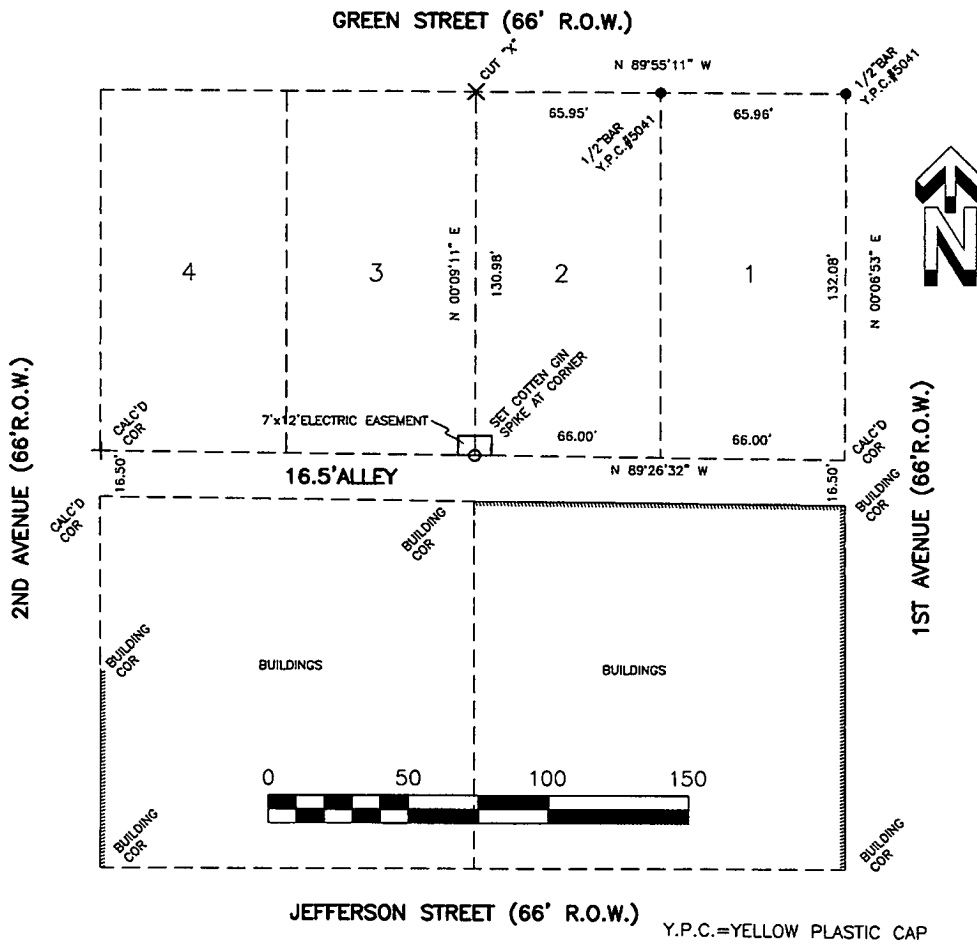


INDEX LEGEND

Location: Lot 2 Block 10 O.T.P. Winterset
 Requestor: Winterset Municipal Utilities
 Proprietor: Farmers and Merchants State Bank
 Project: 24030 Date of Survey: 5/31/24
 Surveyor Co: Boldman Surveying & Consulting
 Prepared by/Return to: Craig S. Boldman
 521 West Green Street, Winterset, Ia 50273
 Phone/fax: 515-462-9242

BK: 2024 PG: 1332
 Recorded: 6/12/2024 at 3:49:00.0 PM
 Pages 1
 County Recording Fee: \$7.00
 Iowa E-Filing Fee: \$3.13
 Combined Fee: \$10.13
 Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
 Madison County, Iowa

Partial Boundary Retracement Survey showing an Easement to the City of Winterset in part of Lot 2 in Block 10 Of the Original Town of Winterset, Iowa, described as the West 6.00' of the South 7.00' of Lot 2 in Block 10 of the Original Town of Winterset, Madison County, Iowa.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature: *Craig S. Boldman* Date: *6/12/24*
 Name Craig S. Boldman P.L.S. No. 13427
 Renewal date is December 31, 2024
 Pages or sheets covered by this seal *All*



MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner, Farmers & Merchants State Bank, hereafter called the Grantor, does hereby grant to the City of Winterset, Iowa, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove municipal utilities including the equipment and accessories for the same and all necessary appurtenances and the right of ingress and egress as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of the municipal utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The West Six Feet (6') of the South Seven Feet (7') of Lot Two (2) in Block Ten (10) of the Original Town of Winterset, Madison County, Iowa.

The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this Easement, they are the owner of the above-described land and have full right and authority to validly grant this Easement and the Grantee may quietly enjoy its estate in the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above-described easement property, or adjacent to or overhanging the same, and the right to remove from the above-described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of the municipal utilities; and to renew, replace, and to otherwise change the municipal utilities or any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property.

In consideration of such grant, Grantee agrees it will restore the real estate, including repair and replace any hard surface which may be damaged by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the municipal utilities, with the same material that was in place at such time as any damage occurred.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements will be erected upon the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling. The Grantor, their successors and assigns, shall have no responsibility or liability for any claim, cause of action or demand for any damage to the Grantees's utility improvements from any cause including the acts of the Grantor, their successors and assigns, except for the intentionally wrongful act of the Grantor, their successors and assigns.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.



Dated this _____ day of October, 2024.

Grantor: Farmers & Merchants State Bank

Grantee: City of Winterset, Iowa

By: Shane K. Pashek, President & C.E.O.

By: Thomas J. Leners, Mayor

By: Andrew J. Barden, City Administrator

STATE OF IOWA :
: ss
MADISON COUNTY :

On this _____ day of October 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas J. Leners and Andrew J. Barden, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Winterset, Iowa; that the seal affixed thereto is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 7th day of October, 2024; and, that Thomas J. Leners and Andrew J. Barden 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

STATE OF IOWA :
: ss
MADISON COUNTY :

On this _____ day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Shane K. Pashek, to me personally known, who, being by me duly sworn, did say that he is the President and C.E.O. of Farmers & Merchants State Bank; that the seal affixed thereto is the seal of said corporation; and, that Shane K. Pashek acknowledged the execution of the instrument to be his 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