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BRANDY MACUMBER, COUNTY RECORDER CHEK MADISON COUNTY IOWA

## MUNICIPAL UTILITY EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067 (515) 462-4912

Taxpayer Information: (name and complete address)

Christopher D. Fairholm and Kelli Fairholm, 1524 S. 4th Avenue, Winterset, IA 50273

Return Document To: (name and complete address)

Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067

### **Grantors:**

Christopher D. Fairholm Kelli Fairholm

#### **Grantees:**

City of Winterset, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

#### MUNICIPAL UTILITY EASEMENT

#### KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Christopher D. Fairholm and Kelli Fairholm, a Married Couple, hereafter called the Grantors, do 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 East Six Feet (6') of the South Seven Feet (7') of Lot Three (3) in Block Ten (10) of the Original Town of Winterset, Madison County, Iowa.

The Grantors warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this Easement, they are the owners 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 Grantors covenant 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 Grantors, 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 Grantors, their successors and assigns, except for the intentionally wrongful act of the Grantors, 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 <u>39th</u> day of October, 2024.

Granter: City of Winterset, Iowa

Christopher D. Fairholm

Helli Jawlow

Kelli Fairholm

By: Andrew J. Barden, City Administrator



Notary Public in and for the State of Iowa

STATE OF IOWA

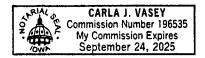
: ss

: SS

**MADISON COUNTY** 

MADISON COUNTY

On this <u>Motor</u> day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher D. Fairholm to me known to be the identical person named in and who executed the foregoing instrument and acknowledged to me that he executed the same as his voluntary act and deed.



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 Kelli Fairholm to me known to be the identical person named in and who executed the foregoing instrument and acknowledged to me that she executed the same as her voluntary act and deed.



Notary Public in and for the State of Iowa