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HELEN UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Preparer Information	<u>JOHN E. CASPER</u>	<u>223 E. COURT AVENUE</u>	<u>WINTERSET</u>	<u>(515) 462-4912</u>
	Individual's Name	Street Address	City	Phone

JOHN E. CASPER ISBA # 00000816

### EASEMENT REGARDING THE FOLLOWING DESCRIBED REAL ESTATE FOR FIRE FIGHTING AND OTHER EMERGENCY PURPOSES

Commencing at the southeast corner of the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section Thirty-five (35), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence 640 feet West to the point of beginning; thence South 80 feet; thence West 30 feet; thence North 80 feet; thence East 30 feet to the point of beginning.

The undersigned Grantor is an owner of record to the above-described real estate and represents to Grantee that the undersigned has full and adequate authorization to grant the interests herein conveyed to the Grantee, their respective heirs, successors and assigns. The Grantee is City of Winterset, Iowa; acting by and on behalf of itself and each fire department, fire district, benefitted fire district and each and any other governmental authority/authorized unit or service provider having jurisdiction within Madison County, Iowa over fires and related disasters for which an adequate supply of water is needed for the promotion of public health and safety. For good and valuable consideration, Grantor now hereby grants, bargains, sells and conveys to Grantee a non-exclusive but easement and license including unlimited rights of ingress and egress over, upon, under and through the above-described parcel for the purpose of constructing, laying, maintaining, replacing and repairing and removing (at Grantee's option) a dry fire hydrant and such pipes and other appurtenances as may be reasonable and necessary from time to time to draw water from an existing (non-public) water supply (e.g., pond, lake stream, tank, etc.) situated upon such real estate for the purpose of fighting fires (whether upon the above-described real estate or anywhere else) and/or for other public or private disaster control purposes. Grantor shall incur no liability whatsoever from the Grantee's exercise of its rights under this easement. The Grantor does not warrant the adequacy of any water supply situated upon the subject real estate. The Grantee is to pay the Grantor for any crop damages incurred after one year from the date hereof and relating to repairs, maintenance, replacing or removing of any property of Grantee placed upon the above-described real estate. (As between City of Winterset, Iowa and the individual governmental sub-unit (e.g., fire department, district, benefitted district, etc.) making any use of the rights granted hereunder, the latter shall indemnify and hold harmless City of Winterset, Iowa from any and all expenses, damages and claims of any nature in any matter arising hereunder). All hydrants, pipes and other appurtenances placed upon any part of the subject real estate by Grantee shall be and at all times remain the property of the Grantee (county or department or district or benefitted district) placing same originally thereupon. Grantor does hereby warrant not to do or to knowingly allow others to do anything destructive to such property of Grantee or which would interfere with its intended usage. Grantee promises not to cut down any trees without the express prior consent of the owner of the subject real estate. Grantee at Grantee's cost further promises to post such signs as may be reasonable and necessary relative to the intended usage under this easement and license agreement. The Grantee's right to withdraw water from the Grantor's water supply shall be nonexclusive and shall be limited to the purposes of this Easement in a quantity not to exceed 165,000 gallons during any thirty (30) day calendar period. This Easement shall be subject to the approval of the Grantor's successors and assigns.

Dated and executed this 29th day of December, 1999.

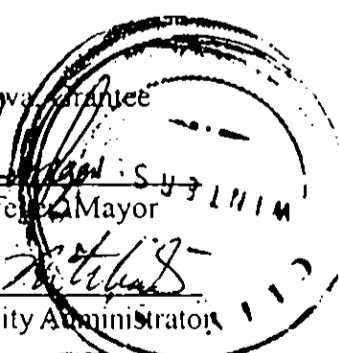
Robert D. Van Scoy  
Robert D. Van Scoy, Grantor

Velma E. Van Scoy  
Velma E. Van Scoy, Grantor

City of Winterset, Iowa, Grantee

By: Jerry L. Schwertfeger  
Jerry L. Schwertfeger, Mayor

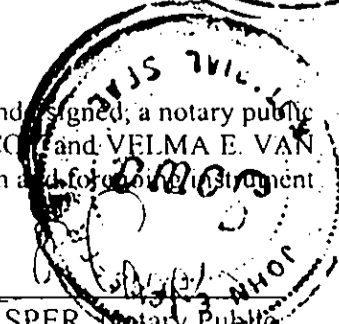
By: Mark J. Nitchals  
Mark J. Nitchals, City Administrator



STATE OF IOWA, MADISON COUNTY: ss

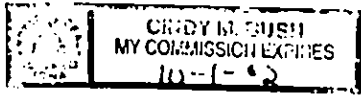
On this 29th day of December, 1999, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared to me ROBERT D. VAN SCOY and VELMA E. VAN SCOY, known to be the identical persons named in and who executed the within and acknowledged that they executed the same as their voluntary act and deed.

John E. Casper  
JOHN E. CASPER, Notary Public



STATE OF IOWA            )  
  ) SS  
MADISON COUNTY         )

On this 3rd day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerry Schwertfeger and Mark Nitchals, 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 3rd day of January, 2000; and, that Jerry Schwertfeger and Mark Nitchals 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.



Cindy M. Bush  
Notary Public in and for said State