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R.M.F. \$ 1⁰⁰ COMPARED _____

2001 JAN 10 AM 11:35
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer's
Information: John E. Casper, 223 East Court Avenue, Winterset, Iowa 50273 (515) 462-4912

FIRST AMENDMENT TO SIGN EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, David W. Kuhns and Patricia E. Kuhns, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to the Madison County Chamber of Commerce, Inc., hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove an overhead "WELCOME" sign for the City of Winterset, Iowa with all accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of this sign over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The West Fifty (50) feet of the South Fifty (50) feet of Lot One (1) of Patricia Acres Plat No. 1, Madison County, Iowa.

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantee may quietly enjoy its estate in the premises.

In consideration of such grant, Grantee agrees it will restore to grade the real estate or repair or pay for any damage which may be caused to the real estate of the Grantor by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the "WELCOME" sign.

The Grantee covenants and agrees that only one (1) "WELCOME" sign will be installed on the easement area.

The Grantor further covenants and agrees to allow the Grantee reasonable access to the easement area from the adjoining real estate owned by them.

The Grantee covenants and agrees to keep and maintain the "WELCOME" sign is a neat and attractive condition at all times. The parties agree the Grantee should be allowed a reasonable period to perform any necessary repairs.

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.

This Agreement amends and supersedes the Sign Easement Agreement between these parties, dated October 2, 1996, and filed for record on October 23, 1996 in the Madison County Recorder's Office in Deed Record Book 137 at Page 1.

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 21st day of December, 2000.

Grantor:

Grantee: **MADISON COUNTY CHAMBER OF COMMERCE, INC.**

David W. Kuhns
David W. Kuhns

By Wyman Wilson, Chairman
Wyman Wilson, Chairman

Patricia E. Kuhns
Patricia E. Kuhns

By Tawyne A. Gibson
Tawyne Gibson, Treasurer

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 22nd day of December, 2000 before me, Gina Hackett, a Notary Public in and for said County and State, personally appeared Wyman Wilson and Tawyne Gibson, to me personally known, who, being by me duly sworn, did say that they are the Chairman of the Board and Treasurer, respectively, of the Madison County Chamber of Commerce, Inc.; that corporation has no seal; and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that Wyman Wilson and Tawyne Gibson 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.



Gina M. Hackett
Notary Public

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 28 day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared David W. Kuhns and Patricia E. Kuhns to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Toni Marie Tindle
Notary Public