

✓ Mark Nitchals
City of Winterset
124 W. Court Avenue
Winterset IA 50273

COMPUTER	✓
RECORDED	✓
COMPARED	

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

CERTIFICATION

The undersigned, the 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 Clerk of the City of Winterset, Iowa.

1. Resolution 2004-125 a Resolution Approving Municipal Utility Easement Agreement
2. Municipal Utility Easement granted by Marvin D. & Carol S. Boggs to the City of Winterset.

The undersigned further certifies the Resolution described above were duly passed by the Council and approved by the Mayor on the dates shown thereon.



A handwritten signature in cursive script, which reads "Mark Nitchals". The signature is written in black ink and is positioned above a horizontal line.

Mark Nitchals
City Administrator
City of Winterset, Iowa

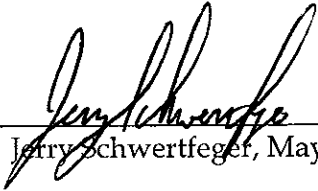
RESOLUTION NO. 2004-125

RESOLUTION APPROVING STORM MUNICIPAL UTILITY
EASEMENT AGREEMENT

BE IT RESOLVED by the City Council of the City of Winterset, Iowa that a municipal utility easement agreement granted by Marvin D. & Carol S. Boggs to the City of Winterset, Iowa, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

Passed and approved this 1st day of November 2004.



Jerry Schwertfeger, Mayor

Attest:



Mark Nitchals, City Administrator

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Marvin D. & Carol S. Boggs:

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 City of Winterset, Iowa, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove municipal and electrical utilities including equipment and accessories for the same and all necessary appurtenances as may be reasonable necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling and removal of the utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

PERMANENT EASEMENT: The East 6 feet of a parcel described as: Commencing at a point 159.5 feet North of the Northwest corner of Block Three (3), of Pitzer & Knight's Addition to the City of Winterset, Iowa, running thence North 55 feet, thence East 132 feet, thence South 55 feet, thence West 132 feet to the place of beginning, (otherwise known and described as the North 38 ½ feet of Lots 5 and 6 of Block Thirteen (13) of said Addition and a tract described as: Commencing at the Northwest corner of said Lot Five (5), running thence North 16 ½ feet, thence East 132 feet, thence South 16 ½ feet, thence West 132 feet to the place of beginning. Also, a strip of land for right-of-way described as follows: Commencing at the Southwest corner of the above described 55 foot strip of land, running thence East 96 feet, thence South 8 feet, thence West 96 feet, thence North 8 feet to the place of beginning, and a part of Block Thirteen (13) of Pitzer & Knight's Addition to Winterset, Madison County, Iowa, described as follows: Commencing at a point 148 ½ feet North of the Southwest corner thereof and running thence East 132 feet, thence North 66 feet, thence West 132 feet, thence South 66 feet to the place of beginning, being the South Half (1/2) of Lots Three (3) and Four (4) in said Block Thirteen (13) of said Addition.

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record a 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.

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 utilities; and to renew, replace, and to otherwise change the utilities or any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to this property from Grantor's adjoining lands.

In consideration of such grant, Grantee agrees it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of this line.

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 will be erected upon said property and that the present grade of ground level thereof will not be changed by excavation or filling.

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 1st day of November, 2004.

Grantor: Marvin D. Boggs
Carol S. Boggs

Grantee: CITY OF WINTERSET, IOWA

By Marvin D. Boggs
Marvin D. Boggs

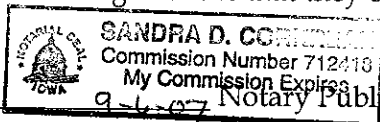
By Jerry Schwertfeger
Jerry Schwertfeger, Mayor

By Carol S. Boggs
Carol S. Boggs

By Mark Nitchals
Mark Nitchals, City Administrator

STATE OF IOWA)
) SS
COUNTY)

On this 17 day of September, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin D. Boggs and Carol S. Boggs to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Sandra Cornelson
Notary Public in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 1st day of November A.D. 2004, before me, Cindy Bush, a Notary Public in and for said County and State, 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 authority of its City Council, as containing in the Resolution adopted by the City Council of the City on the 1st day of November, 2004; and, that Mark Nitchals and Jerry Schwertfeger acknowledge the execution of the instrument to be their voluntary act and deed and voluntary act and deed of the corporation, by it voluntary executed.

Cindy M. Bush
Notary Public in and for said State

