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Rec Amt \$22.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

## UTILITY EASEMENT

Recorder's Cover Sheet

### Preparer Information:

John E. Casper, 223 E. Court, P.O. Box 67, Winterset, (515) 462-4912

### Taxpayer Information:

Dennis McDonald and Maxine McDonald  
220 S. 8<sup>th</sup> Avenue  
Winterset, IA 50273

### Return Address

John E. Casper  
P.O. Box 67  
Winterset, IA 50273

*City of Winterset  
124 E. Court  
Winterset, IA 50273*

### Grantors:

Dennis McDonald and Maxine McDonald

### Grantees:

City Of Winterset, Iowa By: Jerry L. Schwertfeger, Mayor and Mark J. Nitchals, City Administrator

**Legal Description:** See Page 2

**Document or instrument number if applicable:**

## UTILITY EASEMENT

### **KNOW ALL PERSONS BY THESE PRESENCE:**

The undersigned owners, Dennis Mc Donald and Maxine McDonald, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar (\$1.00) 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, use, repair, maintain, operate, inspect, patrol and remove public sanitary sewer 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, use, repair, maintenance, operation, inspection, patrolling, replacement and removal of this public use over, along, under, and across and under the following described property situated in Madison County, Iowa, to-wit:

**The West 16.5 feet of Lot 5, Block 1 of Adkison's Addition to the City of Winterset, 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, they are 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. The Grantor further agrees not to erect any structure over or within the easement area without obtaining the prior, written approval of the Grantee nor to change the grade, elevation or contour of the easement area without obtaining the prior, written approval of the Grantee.

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 which overhang 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 utility; and to renew, replace, and to otherwise change the utility or any part thereof and all appurtenances thereto and the location thereof within the easement property.

In consideration of such grant, Grantee agrees it will cause the surface of the easement area to be restored to the conditions the surface was in immediately prior to such work to the extent reasonably possible that may be caused to this easement area by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the utility.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

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 21<sup>st</sup> day of November, 2005.

Grantor:

Dennis L McDonald  
Dennis Mc Donald

Maxine McDonald  
Maxine McDonald

Grantee: CITY OF WINTERSET, IOWA

By Jerry L. Schwertfeger  
Jerry L. Schwertfeger, Mayor

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



STATE OF IOWA :  
:SS  
MADISON COUNTY:

On this 21st day of Nov., 2005, before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry L. Schwertfeger and Mark J. 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 21st day of Nov., 2005; and, that Mark J. Nitchals and Jerry L. Schwertfeger 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

STATE OF IOWA :  
:SS  
MADISON COUNTY:

On this 21st day of Nov., 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Mc Donald and Maxine Mc Donald 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.



Cindy M. Bush  
Notary Public