

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

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

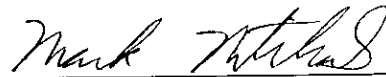
CERTIFICATION

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 2007-1 a Resolution Approving Easement Agreement
2. Municipal Utility Easement granted to the City of Winterset, Iowa, by Robert M. Casper and Margaret M. Casper, husband and wife; Sue Baker and Ron Baker, wife and husband; and, John E. Casper and Lynee' D. Casper, husband and wife.

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

Dated this 20<sup>th</sup> day of February, 2007.



Mark Nitchals  
City Administrator  
City of Winterset, Iowa



RESOLUTION NO. 2007 - 1

RESOLUTION APPROVING EASEMENT AGREEMENT

**WHEREAS** the City has proposes to extend utility lines as part of the Highway 92 Sanitary Sewer and Water Extension project; and

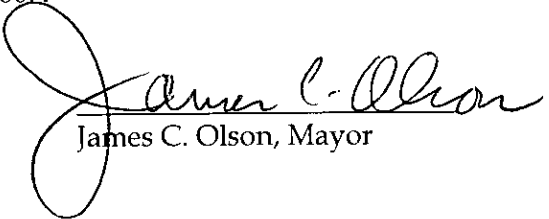
**WHEREAS** the adjacent land owner has been asked to provide an easement for such utility lines; and

**WHEREAS**, this easement has been granted by the adjacent property owners.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Winterset, Iowa that a Municipal Utility Easement across property owned by Robert M. Casper and Margaret M. Casper, Sue Baker and Ron Baker and John E. Casper and Lynee' Casper be hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and City Administrator are hereby authorized and directed to execute the above described Municipal Utilities Easement on behalf of the City.

Passed and approved this 8<sup>th</sup> day of January 2007.

  
James C. Olson, Mayor

Attest:

  
Mark Nitchals, City Administrator

Prepared by: Mark Nitchals, City Administrator, City of Winterset, 124 W. Court Avenue,  
Winterset, IA 50273

## MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Robert M. Casper and Margaret M. Casper, husband and wife; Sue Baker and Ron Baker, wife and husband; and, John E. Casper and Lynee' D. Casper, 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 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 utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

### TEMPORARY CONSTRUCTION EASEMENT

A part of the East One-Half (E1/2) of the Southeast One-Quarter (SE1/4) of Section 25, Township 76 North, Range 28 West of the Fifth Principal Meridian, City Of Winterset, Madison County, Iowa, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 25; Thence S90°00'00"W 1317.9 Feet along the South Line of said Section 25; Thence N00°07'W 167.95 Feet along the West Line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 25 to the Point Of Beginning; Thence N86°54'37"E 1,228.27 Feet to an existing Water Main; Thence S06°05'12"W 13.00 Feet along said Water Main; Thence S86°54'37"W 1,229.69 Feet; Thence S00°07'00"E 13.00 Feet to the Point Of Beginning, containing 0.37 Acre more or less.

And

Commencing at the Southeast Corner of said Section 25; Thence S90°00'00"W 1317.90 Feet along the South Line of said Southeast Quarter of Section 25 to the Southwest Corner of said East Half of the Southeast Quarter of Section 25; Thence N0°07'00"W 125.9 Feet along the West Line of said East Half of the Southeast Quarter; Thence N86°54'37"E 823 Feet, said point being on the North Right of Way (ROW) Line Of U.S. Highway 169; Thence N3°5'23"W 15 Feet to the Point Of Beginning, Thence N86°54'37"E 405.09 Feet to an existing Water Main; Thence S06°05'12"W 13.00 Feet along said existing Water Main; Thence N86°54'37"E 405.19 Feet; Thence N3°5'23"W 13.00 Feet to the Point Of Beginning, containing 0.12 acres, more or less.

## PERMANENT EASEMENT

A part of the East One-Half (E1/2) of the Southeast One-Quarter (SE1/4) of Section 25, Township 76 North, Range 28 West of the Fifth Principal Meridian, City Of Winterset, Madison County, Iowa, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 25; Thence S90°00'00"W 1317.9 Feet along the South Line of said Section 25; Thence N00°07'W 125.9 Feet along the West Line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 25 to the Point Of Beginning; said point being on the North Right of Way (ROW) of U.S. Highway 169; Thence N86°54'37"E 823.00 Feet along said ROW Line; Thence N03°05'23"W 28.00; Thence N86°54'37"E 405.19 Feet to an existing Water Main; Thence S06°05'12"W 14.18 Feet along said existing Water Main; Thence S86°54'37"W 1,228.27 Feet to said West Line SE1/4 SE1/4; Thence N00°07'00"W 42.05 Feet to the Point Of Beginning, Containing 0.92 acre more or less.

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.

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 restore to 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, repairing, replacement or removal of the utilities:--

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. 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 Grantee'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 19th day of December, 2006.

Grantor:

Robert M. Casper  
Robert M. Casper

Margaret M. Casper  
Margaret M. Casper

Sue Baker  
Sue Baker

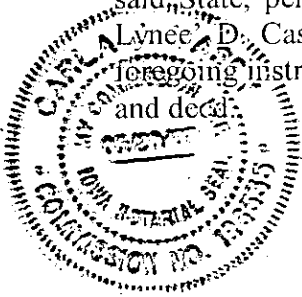
Ron Baker  
Ron Baker

John E. Casper  
John E. Casper

Lynne D. Casper  
Lynne D. Casper

STATE OF IOWA :  
:SS  
MADISON COUNTY :

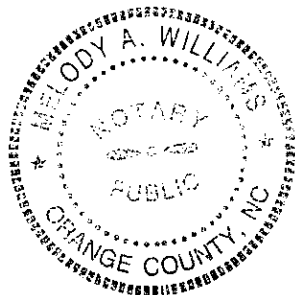
On this 19th day of December, 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Casper, Margaret M. Casper, John E. Casper, and Lynne D. Casper, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Carol A. Vasey  
Notary Public

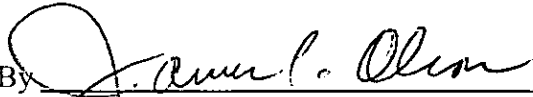
STATE OF NORTH CAROLINA :  
:SS  
COUNTY OF ORANGE :

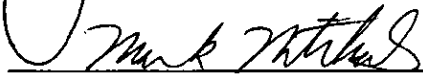
On this 1 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Sue Baker and Ron Baker, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Melody A. Williams  
Melody A. Williams Notary Public  
Commission expires: Feb. 16, 2010

Grantee: CITY OF WINTERSET, IOWA

By   
James C. Olson, Mayor

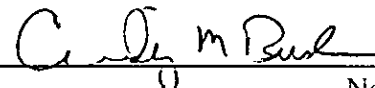
By   
Mark J. Nitchals, City Administrator

STATE OF IOWA :

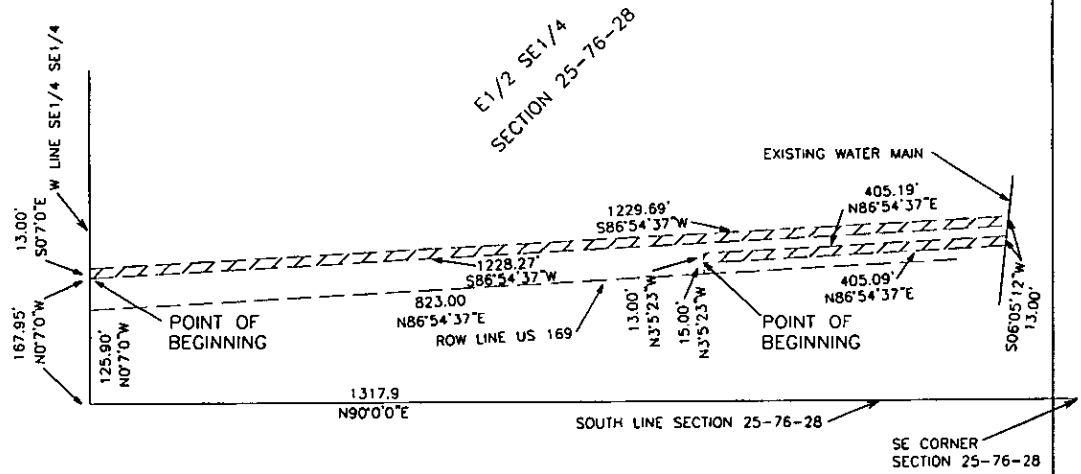
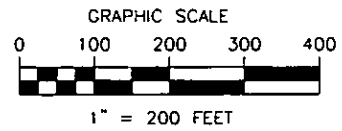
MADISON COUNTY :

On this 8th day of January, 2007, ~~2006~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James C. Olson 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 8th day of January, 2007, ~~2006~~; and, that James C. Olson and Mark J. 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.



  
Notary Public

# TEMPORARY UTILITY EASEMENT (HATCHED AREAS)



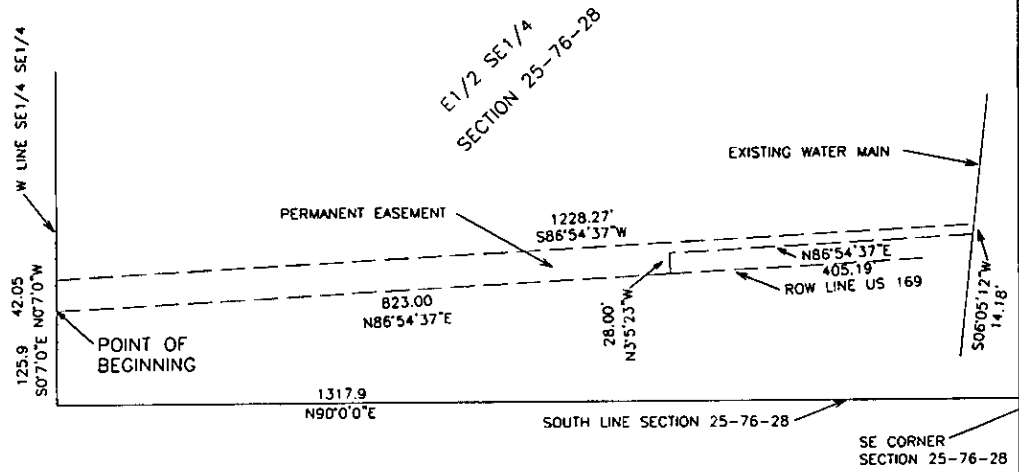
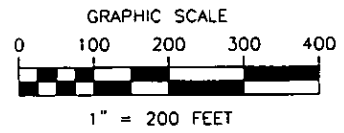
TRANSPORTATION • MUNICIPAL  
 DEVELOPMENT • ENVIRONMENTAL  
 5075 E. Livestock Ave., Ste E. Pleasant Hill, IA 50137  
 515-263-6882 1-800-844-4112 Fax: 515-263-7073  
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Drawn by	JRS/JNM
Checked by	DJM
Date	Sept 27, 2006

EXHIBIT "A"

MSA Project No. 8050505

# PERMANENT UTILITY EASEMENT



TRANSPORTATION • MUNICIPAL  
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5075 E. University Ave., Ste E. Pleasant Hill, LA 50527  
515-263-8882 1-800-844-4112 Fax: 515-263-7075  
© 2006 Professional Seal

Drawn by	JRS/JNM
Checked by	DJM
Date	Sept 27, 2006

EXHIBIT "B"  
MSA Project No. 8050505