

001594

FILED NO. 63 PAGE 521

REC \$ 15⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

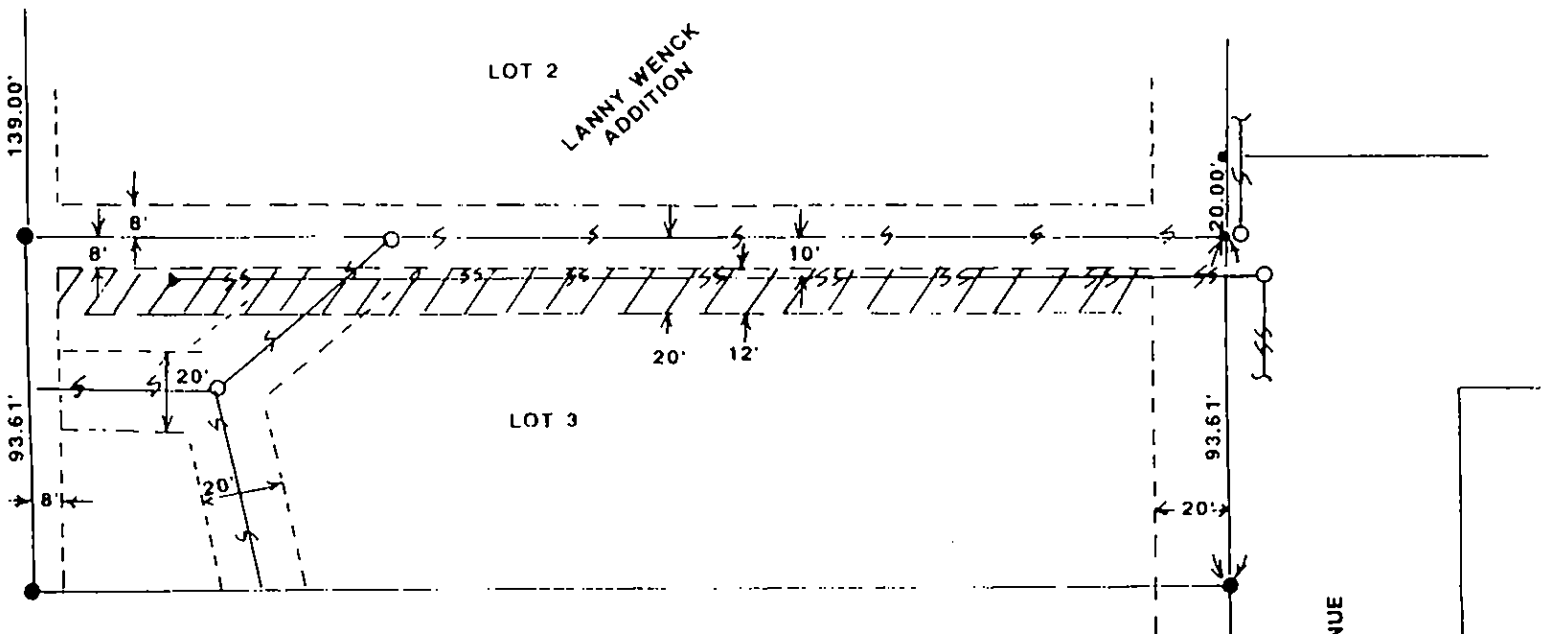
SEARCHED ✓
INDEXED ✓
SERIALIZED ✓

1999 OCT 19 PM 3:48

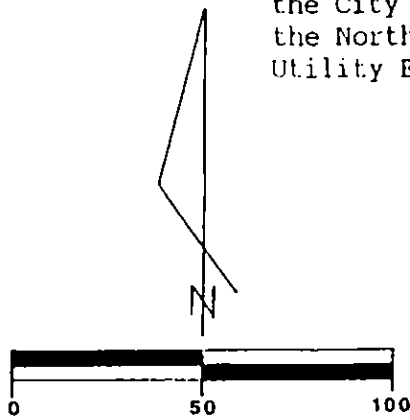
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSET, IOWA (515) 462-3995
CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273
JAMES M HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

PLAT OF PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A STORM SEWER PIPE AND NECESSARY APPURTENANCES ON LOT 3 OF LANNY WENCK ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY, IOWA, OWNED BY CHARLES H. AND PHYLLIS LEE GARRISON.



LEGAL DESCRIPTION ADDITIONAL EASEMENT:
The North 20.00 feet of Lot 3, Lanny Wenck Addition to the City of Winterset, Madison County, Iowa, except the North 8.00 feet thereof which is already a Public Utility Easement.



- LOT CORNERS
- - - EXISTING EASEMENT LINES
- [Hatched Box] ADDITIONAL EASEMENT REQUIRED
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER MAIN

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Charles H. Garrison and Phyllis Lee Garrison, hereafter called the Grantors, 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, and patrol municipal storm sewer facilities including buried pipe, manholes and accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling and removal of the facilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

LEGAL DESCRIPTION ADDITIONAL EASEMENT:

The North 20.00 feet of Lot 3, Lanny Wenck Addition to the City of Winterset, Madison County, Iowa, except the North 8.00 feet thereof which is already a Public Utility Easement.

The Grantors warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above described land and have 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 or 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 13th day of October, 1999.

Grantor: Charles H. Garrison
Phyllis Lee Garrison

Grantee: CITY OF WINTERSET, IOWA

By Charles H. Garrison
Charles H. Garrison

By Jerry Schwertfeger
Jerry Schwertfeger, Mayor

By Phyllis Lee Garrison
Phyllis Lee Garrison

By Mark Nitchals
Mark Nitchals
City Administrator



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 13th day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles H Garrison and Phyllis Lee Garrison 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 in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 18th day of October A.D., 1999, before me, Cindy M 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 contained in the Resolution adopted by the City Council of the City on the 18th day of October, 1999; and, that Jerry Schwertfeger and Mark Nitchals acknowledge 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