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MUNICIPAL UTILITY EASEMENT

MICHELLE UTSLEN
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner, Jerry C. Ayers 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 St. Charles, Iowa, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove municipal utilities including equipment 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 utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

A permanent easement to the West 10 feet of the East 30 feet of the North 800 feet of the Southwest Quarter of the Northeast Quarter of Section 23, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa except the North five (5) acres thereof together with an adjacent Temporary Construction Easement 10 feet in width for construction purposes; the location of which is shown on the attached plat.

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 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 7th day of February, 1998.

Grantor: Jerry C. Ayers

Grantee: CITY OF ST. CHARLES, IOWA

By Jerry C. Ayers
Jerry C. Ayers

By Joan Brown
Joan Brown, Mayor

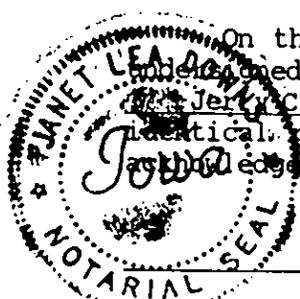
By _____

By Janet Lea Downs
Janet Lea Downs
City Clerk



STATE OF IOWA)
) SS
COUNTY)

On this 7th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry C. Ayers and _____ 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.



Janet Lea Downs
Notary Public in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 7th day of February A.D., 1998, before me, Diane Daniels, a Notary Public in and for said County and State, personally appeared Joan Brown and Janet Lea Downs, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of St. Charles, 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 7th day of February, 1998; and, that Janet Lea Downs and Joan Brown 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.

Diane M. Daniels Notary Public



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 A PERMANENT EASEMENT FOR CONSTRUCTION & MAINTENANCE OF A SANITARY SEWER LINE ACROSS THE WEST 10 FEET OF THE EAST 30 FEET OF THE NORTH 800 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THE NORTH FIVE (5) ACRES THEREOF.

