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MICHELLE UTSELL
 RECORDER
 MADISON COUNTY, IOWA

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Madison County Historical Society, Inc., 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 storm sewer lines 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 this utility over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 75 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, for storm sewer construction and maintenance purposes, over, under and across, and being 27.50 feet either side of the following described centerline: Commencing at the northwest corner of the Northwest Quarter of the said Section 6, thence on an assumed bearing of South 00 degrees 11 minutes 53 seconds West 9.83 feet along the west line of the said Northwest Quarter; thence South 33 degrees 24 minutes 36 seconds East 1245.56 feet along the tangent line and centerline of the existing highway to the point of beginning of said centerline; thence South 31 degrees 22 minutes 36 seconds West 88.42 feet to the point of termination of said centerline. Said tract contains 4863.35 square feet more or less, including the present highway and subject to encumbrances of record.

That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 75 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, for storm sewer construction and maintenance purposes, over, under and across, and being 27.50 feet either side of the following described centerline: Commencing at the northwest corner of the Northwest Quarter of the said Section 6, thence on an assumed bearing of South 00 degrees 11 minutes 53 seconds West 9.83 feet along the west line of the said Northwest Quarter; thence South 33 degrees 24 minutes 36 seconds East 1113.08 feet along the tangent line and centerline of the existing highway to the point of beginning of said centerline; thence South 56 degrees 35 minutes 24 seconds West 80.00 feet to the point of termination of said centerline. Said tract contains 4400.00 square feet more or less, including the present highway and subject to encumbrances of record.

That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 75 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, for storm sewer construction and maintenance purposes, over, under and across, and being 27.50 feet either side of the following described centerline: Commencing at the northwest corner of the Northwest Quarter of the said Section 6, thence on an assumed bearing of South 00

degrees 11 minutes 53 seconds West 9.83 feet along the west line of the said Northwest Quarter; thence South 33 degrees 24 minutes 36 seconds East 656.06 feet along the tangent line and centerline of the existing highway to the point of beginning of said centerline; thence South 56 degrees 35 minutes 24 seconds West 80.00 feet to the point of termination of said centerline. Said tract contains 4400.00 square feet more or less, including the present highway and subject to encumbrances of record.

That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 75 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, for storm sewer construction and maintenance purposes, over, under and across, and being 30.00 feet either side of the following described centerline: Commencing at the northwest corner of the Northwest Quarter of the said Section 6, thence on an assumed bearing of South 00 degrees 11 minutes 53 seconds West 9.83 feet along the west line of the said Northwest Quarter; thence South 33 degrees 24 minutes 36 seconds East 313.80 feet along the tangent line and centerline of the existing highway; thence South 56 degrees 35 minutes 24 seconds West 40.00 feet; thence South 27 degrees 48 minutes 01 seconds West 119.57 feet to the point of beginning of said centerline; thence South 27 degrees 48 minutes 01 seconds West 13.31 feet to the point of termination of said centerline. Said tract contains 798.72 square feet more or less and is subject to encumbrances of record.

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 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; and to pass along the easement property incident to these activities.

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 Grantor by the construction, operation, maintenance, inspection, patrolling or removal of the utilities.

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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 this 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 15 day of June, 1995.

Grantor: MADISON COUNTY HISTORICAL SOCIETY, INC.

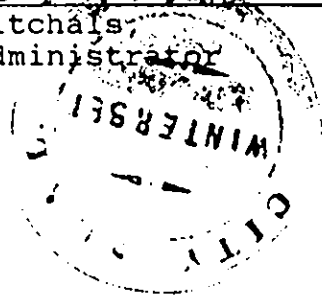
Grantee: CITY OF WINTERSET, IOWA

By Carol Bass, President

By Jerry L. Schwertfeger, Mayor

By Thelma Frank, Secretary

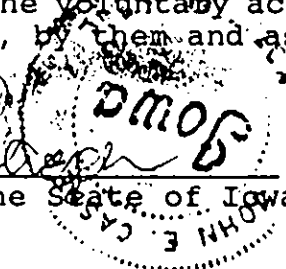
By Mark Nitchals, City Administrator



STATE OF IOWA)) SS MADISON COUNTY)

On this 15th day of June, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carol Bass and Thelma Frank to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) the seal affixed thereto is the seal of the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Carol Bass and Thelma Frank acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

John E. Casper, Notary Public in the State of Iowa



STATE OF IOWA)) SS MADISON COUNTY)

On this 19th day of June A.D., 1995, before me, 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 19th day of June, 1995; 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