

FILED NO. 1207

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

UTILITY LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Madison County, Iowa, 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 sewer, water and electrical 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, replacement and removal of said utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The East Thirty feet (30') of the West One-half ($\frac{1}{2}$) of Lot Four (4) of the Helen McCall Huntoon Addition, Plat No. 1 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, 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.

COMPUTER
RECORDED
COMPARED

REC. \$
AUD. \$
R.M.F. \$

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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, replacement or removal of the utilities.

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 9th day of October, 1995.

Grantor: MADISON COUNTY, IOWA

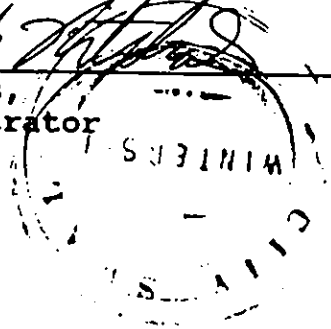
Grantee: CITY OF WINTERSET, IOWA

By Dean Lauer
Dean Lauer, Chairperson
Madison County Board of Supervisors

By Jerry L. Schwertfeger
Jerry L. Schwertfeger, Mayor

By Joan Welch
Joan Welch, Secretary
Madison County Board of Supervisors

By Mark Nitchals
Mark Nitchals,
City Administrator



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 9th day of October A.D., 1995, before me, MICHELLE UTSLER, a Notary Public in and for said County and State, personally appeared Dean Lauer and Joan Welch, to me personally known, who, being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Madison County Board of Supervisors; 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 Board of Supervisors, as contained in the Resolution adopted by the Board of Supervisors of the County on the ___ day of ___, 1995; and, that Dean Lauer and Joan Welch 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.

Michelle Utsler
Notary Public



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STATE OF IOWA)
) SS
MADISON COUNTY)

On this 9th day of October A.D., 1995, 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 August, 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