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UTILITY LINE EASEMENT

MICHELLE UTSELL
RECORDER
MADISON COUNTY, IOWA

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Madison County Fair Association, 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 sewer, water, gas 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 these utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

PERMANENT EASEMENT: A 30.00 feet wide permanent easement being 15.00 feet either side of the following described centerline: commencing at the North Quarter Corner of Section 1, Township 75 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa; thence North 90°00'00" West 573.40 feet along the North line of the Northwest Quarter of said Section 1; thence South 01°25'43" West 324.00 feet; thence South 66°13'21" West 254.94 feet; thence South 00°00'00" 52.95 feet; thence North 90°00'00" West 305.00 feet to the Point of Beginning which is the East property line; thence North 90°00'00" West 70.00 feet thence North 88°46'40" West 390.40 feet to the end of the easement which is a point 15.00 feet beyond a manhole on the end of the sewer line.

TEMPORARY EASEMENT: A 20.00 feet wide temporary easement being immediately adjacent to and along the northerly and westerly limit of the above described permanent easement.

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 grade the real estate or repair or pay for any damage which may be caused to the real estate of the Grantor 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 temporary construction easement described above is granted for the initial sanitary sewer construction and installation during the period from the date of the Engineer's Notice to Proceed with the construction issued to the general contractor until sixty (60) days after final acceptance of the project by the Grantee of the general contractor's performance. This temporary easement shall expire on this date without further agreement or action by the parties or either of them, but in all events this temporary easement shall expire no later than December 31, 1996. This temporary easement is a separate grant from the permanent easement provided in this Agreement.

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 17th day of November, 1995.

Grantor:
Madison County Fair Association, Inc.

Grantee: CITY OF WINTERSSET,
IOWA

By Marlin Burtani

By Jerry L. Schwertfeger
Jerry L. Schwertfeger, Mayor

By _____

By Mark Nitchals
Mark Nitchals,
City Administrator



