

COMPUTER ✓
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REC \$ 15.00
F.D.C.
P.M.F. \$ 1.00

FILED NO. 1604
BOOK 60 PAGE 641
95 DEC -7 PH 1:37

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

UTILITY LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Jerry L. Larsen and Joyce Larsen, husband and wife, 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 sanitary sewer line utility 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 this utility 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 to a manhole which is the Point of Beginning; thence South 66°13'21" West 238.55 feet to the property line which is the end of said easement.

TEMPORARY EASEMENT: A 20.00 feet wide temporary easement being immediately adjacent to and along the northerly 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 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

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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 utility. In addition, the Grantee during the sanitary sewer line construction shall install without charge two "Ts" in the main line at locations mutually agreed by the parties for later connection to the main line by the Grantor.

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 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.

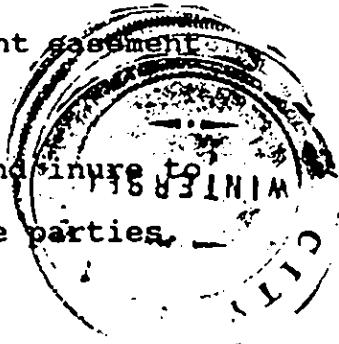
Dated this 22nd day of November, 1995.

Grantor:

Jerry L. Larsen
Jerry L. Larsen
Joyce Larsen
Joyce Larsen

Grantee: CITY OF WINTERSET,
IOWA

By Jerry L. Schwertfeger
Jerry L. Schwertfeger, Mayor
By Mark Nitchals
Mark Nitchals,
City Administrator



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STATE OF IOWA)
) SS
MADISON COUNTY)

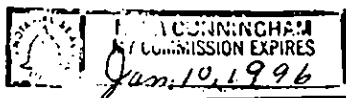
On this 21st day of November A.D., 1995, before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry L. Schwertfeger and Mark J. Nitchals, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, 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 20th day of November, 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

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 22nd day of November, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry L. Larsen and Joyce Larsen 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.



Neva Cunningham
Notary Public in and for said State