

Fee \$20.00

BOOK 127 PAGE 593

ACCESS RIGHT-OF-WAY EASEMENT

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KNOW ALL MEN BY THESE PRESENCE:

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

The undersigned owner, Martin Marietta Corporation, hereinafter 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, hereinafter called the Grantee, the temporary and perpetual right and easement, as indicated, to construct, install, repair, maintain, operate, inspect, patrol and remove municipal right-of-way access to the sewage treatment plant facility upon, along, across, over and under the following described property situated in Madison County, Iowa, to-wit:

PERMANENT EASEMENT

A 100.00 feet wide permanent access road easement located in the Southeast Quarter of Section 6 and in the Southwest Quarter of Section 5, all in Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, and being 50.00 feet wide on both sides of the following described centerline:

Commencing at the North Quarter Corner of Section 6, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the 1/4 Section Line, South 00°00'00", 3,663.79 feet; thence North 88°47'15" East, 1,311.10 feet; thence North 81°53'20" East, 166.63 feet to the point of beginning of said centerline of access road easement. Thence South 79°58'55" East, 80.40 feet; thence Easterly 312.07 feet along a 716.21 foot radius curve, concave northerly, with a central angle of 24°57'56", and a long chord bearing North 87°32'07" East, 309.61 feet; thence North 75°03'09" East, 6.14 feet; thence Northeasterly 180.71 feet along a 1,432.41 foot radius curve, concave southerly, with a central angle of 07°13'42", and a long chord bearing North 78°40'00" East, 180.59 feet; thence North 82°16'51" East, 99.21 feet; thence Northeasterly 193.71 feet along a 2,864.83 foot radius curve, concave southerly, with a central angle of 03°52'27", and a long chord bearing North 84°13'04 1/2" East, 193.67 feet; thence North 86°09'18" East, 65.01 feet; thence Easterly 165.86 feet along a 1,909.88 foot radius curve, concave southerly, with a central angle of 04°58'33", and a long chord bearing North 88°38'34 1/2" East, 165.81 feet; thence South 88°52'09" East, 72.61 feet; thence Easterly 242.57 feet along a 1,145.93 foot radius curve, concave northerly, with a central angle of 12°07'42", and a long chord bearing North 85°04'00" East, 242.12 feet; thence North 79°00'09" East, 62.40 feet; thence Northeasterly 222.83 feet along a 1,909.88 foot radius curve, concave northwesterly, with a central angle of 06°41'06", and a long chord bearing North 75°39'36" East, 222.71 feet; thence North 72°19'03" East, 33.35 feet; thence Easterly, 353.39 feet along a 636.63 foot radius curve, concave southerly, with a central angle of 31°48'17", and a long chord bearing North 88°13'11 1/2" East, 348.87 feet; thence South 75°52'40" East, 68.33 feet; thence Southeasterly, 215.28 feet along a 1,909.88 foot radius curve, concave southwesterly, with a central angle of 06°27'30", and a long chord bearing South 72°38'55" East, 215.17 feet; thence South 69°25'10" East, 38.55 feet; thence Southeasterly, 189.78 feet along a

1,909.88 foot radius curve, concave northeasterly, with a central angle of $05^{\circ}41'36''$, and a long chord bearing South $72^{\circ}15'58''$ East, 189.70 feet; thence South $75^{\circ}06'46''$ East, 173.79 feet; thence Northeasterly, 445.62 feet along a 318.31 foot radius curve, concave northwesterly, with a central angle of $80^{\circ}12'40''$, and a long chord bearing North $64^{\circ}46'54''$ East, 410.11 feet; thence North $24^{\circ}40'34''$ East, 65.56 feet; thence Northeasterly 463.77 feet along a 477.47 foot radius curve, concave southeasterly, with a central angle of $55^{\circ}39'08''$, and a long chord bearing North $52^{\circ}30'08''$ East, 445.76 feet; thence North $80^{\circ}19'42''$ East, 309.45 feet to the terminus of said centerline at a point on the East line of the Southwest Quarter of Section 5, T75N, R27W of the 5th P.M., Madison County, Iowa, said point being North $00^{\circ}10'10''$ East, 2,106.74 feet of the South Quarter Corner of said Section 5, T75N, R27W.

Said permanent access road easement contains 9.321 acres.

TEMPORARY EASEMENT

A 200.00 feet wide temporary construction easement being 100.00 feet wide on both sides of the above described centerline.

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 permanent 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 judgement such will interfere with or endanger the construction, operation or maintenance of the access right-of-way; and, to renew, replace, and to otherwise change the access road or any part thereof and all appurtenances thereto and the location thereof within the permanent easement property.

In consideration of such grant, Grantee agrees this easement shall not be used a public right-of-way and shall be used only as a city access right-of-way to the city sewage treatment plant facility. The Grantee further agrees to secure the entrance of this access right-of-way onto the public right-of-way to avoid public entry onto the easement property.

The Grantors covenant that no act will be permitted within the permanent easement property which is inconsistent with the rights

hereby granted; that no buildings or structures will be erected upon said permanent easement 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 15th day of July, 1991.

Grantor: MARTIN MARIETTA CORPORATION

Grantee: CITY OF WINTERSSET, IOWA

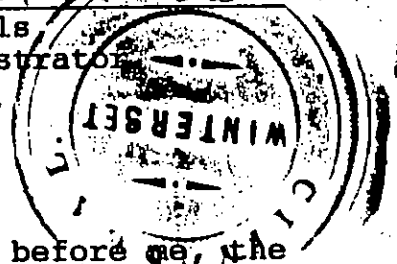
By Stephen P. Zelnak, Jr.

By Robert W. Howell
Robert W. Howell, Mayor

By Maxon Abraham

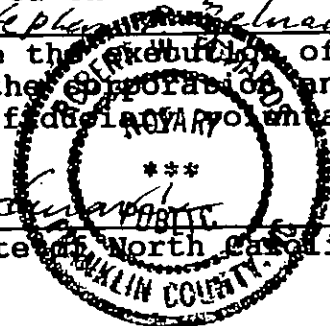
By Mark Nitchals
Mark Nitchals,
City Administrator

STATE OF NORTH CAROLINA)
WAKE COUNTY) SS



On this 9th day of August, 1991, before me, the undersigned, a Notary Public in and for the State of North Carolina, personally appeared Stephen P. Zelnak, Jr. and R. Patton Bachman, Jr. to me personally known, who, being by me duly sworn, did say that they are the Vice President and Asst. 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 Stephen P. Zelnak, Jr. and R. Patton Bachman, Jr. acknowledge the execution of the instrument to be voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Robert W. Edwards
Notary Public in the State of North Carolina



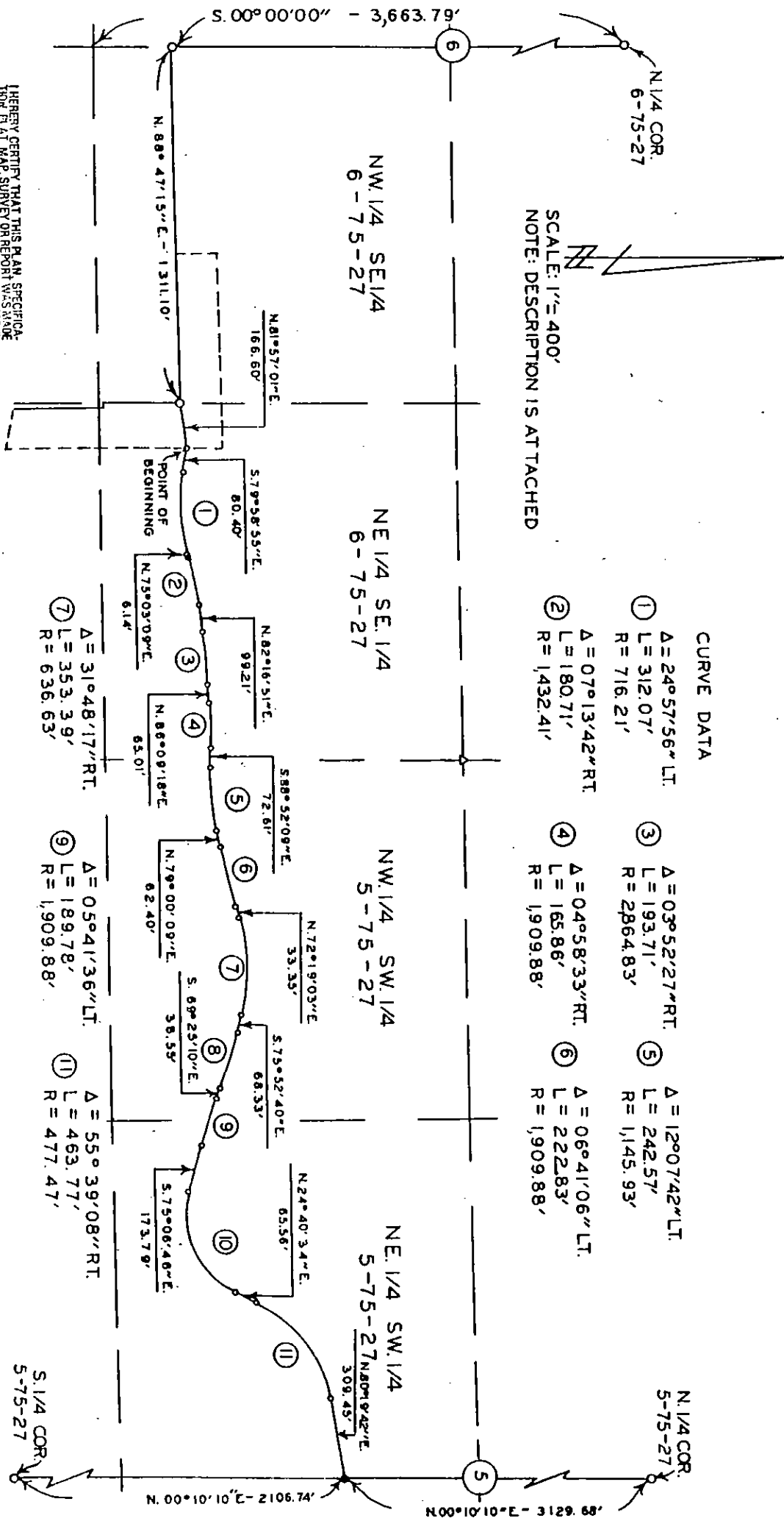
STATE OF IOWA)
MADISON COUNTY) SS

On this 15th day of July, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert W. Howell and Mark 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 the said corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 15th day of July, 1991; that Robert W. Howell and Mark Nitchals 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.

Lorraine Kile
Notary Public in the State of Iowa



PLAT OF PROPOSED ACCESS ROAD TO CITY OF WINTERSSET SEWAGE TREATMENT PLANT IN THE SE. 1/4 OF SECTION 6, AND IN THE SW. 1/4 OF SECTION 5, ALL IN T75N, R27W OF THE 5TH P.M., MADISON COUNTY, IOWA.



SCALE: 1" = 400'
NOTE: DESCRIPTION IS ATTACHED

CURVE DATA

- ① Δ = 24° 57' 56" LT.
L = 312.07'
R = 716.21'
- ② Δ = 07° 13' 42" RT.
L = 180.71'
R = 1,432.41'
- ③ Δ = 03° 52' 27" RT.
L = 193.71'
R = 2,864.83'
- ④ Δ = 04° 58' 33" RT.
L = 165.86'
R = 1,909.88'
- ⑤ Δ = 12° 07' 42" LT.
L = 242.57'
R = 1,145.93'
- ⑥ Δ = 06° 41' 06" LT.
L = 222.83'
R = 1,909.88'
- ⑦ Δ = 31° 48' 17" RT.
L = 353.39'
R = 636.63'
- ⑧ Δ = 05° 41' 36" LT.
L = 189.78'
R = 1,909.88'
- ⑨ Δ = 55° 39' 08" RT.
L = 463.77'
R = 477.47'
- ⑩ Δ = 80° 12' 40" LT.
L = 445.62'
R = 318.31'
- ⑪ Δ = 24° 40' 34" E
L = 575.06'
R = 173.79'

I HEREBY CERTIFY THAT THIS PLAN SPECIFICALLY SHOWS THE LOCATION OF THE PROPOSED ACCESS ROAD TO THE SE. 1/4 OF SECTION 6, AND IN THE SW. 1/4 OF SECTION 5, ALL IN T75N, R27W OF THE 5TH P.M., MADISON COUNTY, IOWA. AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *Charles T. Vance* DATE: *2 Aug. 1991*

Charles T. Vance, P.E., ILS., IOWA REG. NO. 5041

VANCE & HOCHSTETTER, P.C.
CONSULTING ENGINEERS
71 JEFFERSON