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FILED NO. 1182

BOOK 62 PAGE 48

97 SEP 19 PM 2:25

REC \$ 70.00
AUD \$ _____
R.M.F. \$ 1.00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Mark Nitchals
City Administrator
City of Winterset
101 E. Jefferson
Winterset, IA 50273

CERTIFICATION

The undersigned, being the duly appointed and acting City Administrator of the City of Winterset, Iowa, does hereby certify the following described documents as true and authentic copies of the official records in the custody of the Office of the Clerk of the City of Winterset:

1. Resolution authorizing easement agreements.
2. Municipal Utility Easement granted by Noel R. Nelson
3. Municipal Utility Easement granted by Tamra J. Shelton
4. Municipal Utility Easement granted by Patrick F. Corkrean and Farmers and Merchants State Bank
5. Municipal Utility Easement granted by Charles & Mary L. Noonan

The undersigned further certifies the Resolution described above were duly passed by the City Council and approved by the Mayor on the date shown thereon.

Dated on this 19th day of September, 1997 at Winterset, Iowa.



Mark Nitchals

Mark J. Nitchals
City Administrator
City of Winterset, Iowa

*Affidavit to correct legal desc.
5-6-98 Mine Record 45-63*

2.

RESOLUTION NO. 97-52

RESOLUTION AUTHORIZING EASEMENTS AGREEMENTS

WHEREAS, Noel Nelson has signed an easement agreement granting a storm sewer easement to the City; and

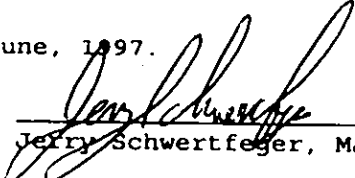
WHEREAS, Tammra J. Shelton has signed an easement agreement granting a storm sewer easement to the City; and

WHEREAS, Patrick F. Corkrean and the Farmers & Merchants State Bank has signed an easement agreement granting a storm sewer easement to the City; and

WHEREAS, Charles & Mary Noonan has signed an easement agreement granting a storm sewer easement to the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Winterset, Iowa that the Mayor and City Administrator hereby authorize to execute the above listed storm sewer easements on behalf of the City.

Passed and Approved this 23rd day of June, 1997.



Jerry Schwertfeger, Mayor

ATTEST:



Mark Nitchals, City Administrator

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Noel R. Nelson 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 facilities including buried pipe, manholes 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 the facilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

PERMANENT EASEMENT A 30.00 foot wide storm sewer and surface water flowage easement located in the Southeast Quarter of the Northwest Quarter of Section 1, Township 75 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of Lot 1 of Nelson Acres Plat 1, an official plat located in the Southeast Quarter of the Northwest Quarter of Section 1, Township 75 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa; thence South 1°01'37" East, 301.60 feet to the easement Point of Beginning; thence South 1°01'37" East, 30.03 feet; thence North 88°18'16" West, 412.42 feet to a point on the East line of Lot 6 of said Nelson Acres Plat 1; thence North 45°00'00" East, 2.52 feet to the Northeast corner of said Lot 6; thence North 1°04'07" West along the East line of Lot 5 of said Nelson Acres Plat 1, 28.20 feet; thence South 88°18'16" East, 410.63 feet to the easement Point of Beginning. Said easement contains 0.283 acres.

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, they are 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 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 or removal of this line.

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 29 day of April, 1997.

Grantor: Noel R. Nelson
By Noel R. Nelson
By _____

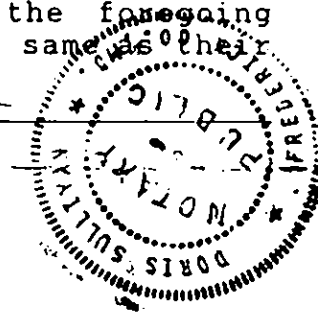
Grantee: CITY OF WINTERSSET, IOWA
By Jerry Schwertfeger
Jerry Schwertfeger, Mayor
By Mark Nitchals
Mark Nitchals,
City Administrator

STATE OF MARYLAND)
Frederick COUNTY) SS

On this 29 day of April, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared NOEL R. NELSON and N/A 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.

NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13, 1998

Doris Sullivan
Notary Public in and for said State



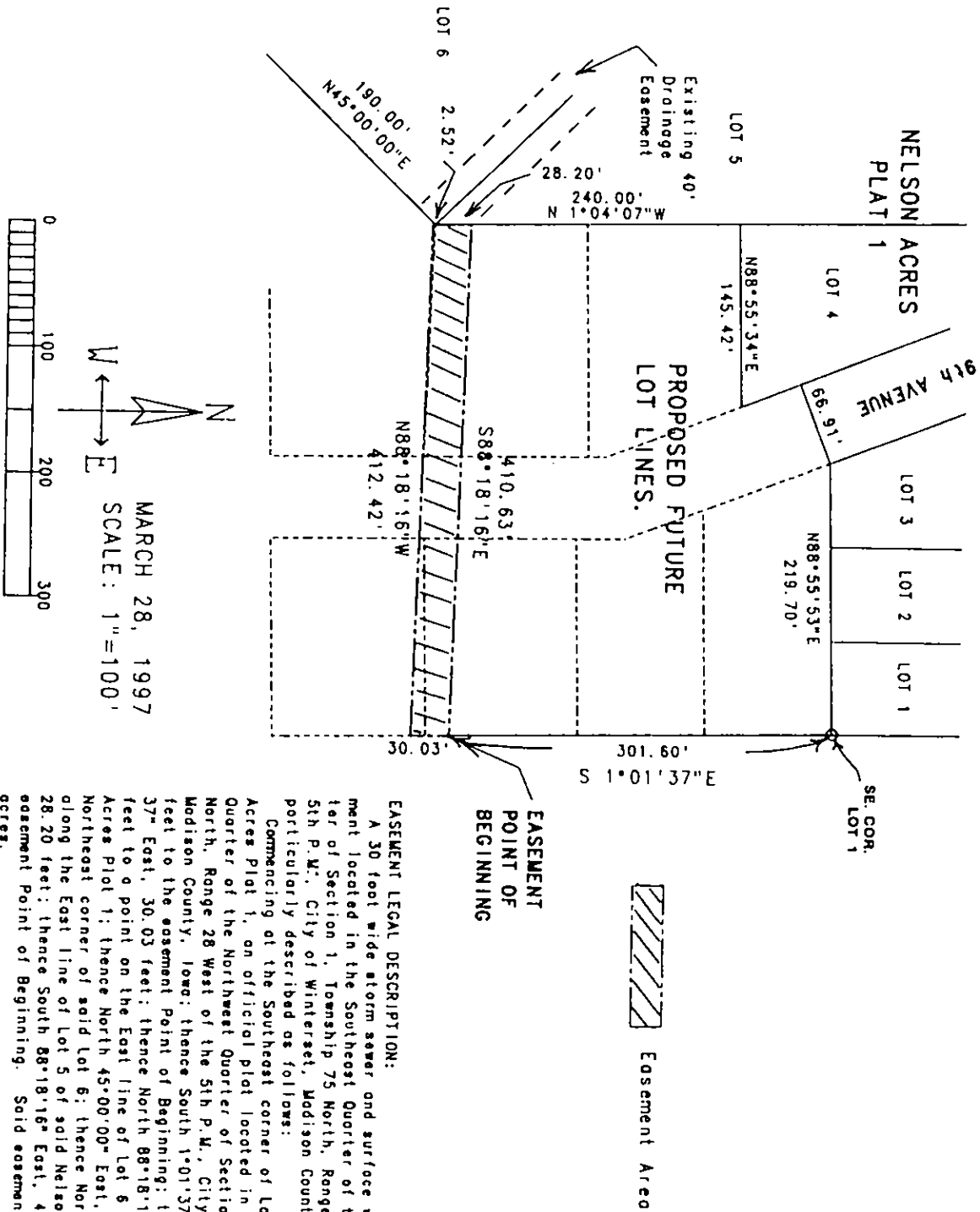
STATE OF IOWA)
MADISON COUNTY) SS

On this 23rd day of June A.D., 1997, before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry Schwertfeger 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 said corporation; and that said authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 23rd day of June, 1997; and, that Mark Nitchals and Jerry Schwertfeger 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.

Cindy M. Bush
Notary Public



EASEMENT PLAT FOR A 30 FOOT STORM SEWER AND SURFACE WATER FLOWAGE EASEMENT LOCATED IN THE CITY OF WINTERSET, IOWA.



EASEMENT POINT OF BEGINNING

EASEMENT LEGAL DESCRIPTION:

A 30 foot wide storm sewer and surface water flowage easement located in the Southeast Quarter of the Northwest Quarter of Section 1, Township 75 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, more particularly described as follows:
 Commencing at the Southeast corner of Lot 1 of Nelson Acres Plat 1, an official plat located in the Southeast Quarter of the Northwest Quarter of Section 1, Township 75 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa; thence South 1°01'37" East, 301.60 feet to the easement Point of Beginning; thence South 1°01'37" East, 30.03 feet; thence North 88°18'16" West, 412.42 feet to a point on the East line of Lot 6 of said Nelson Acres Plat 1; thence North 45°00'00" East, 2.52 feet to the Northeast corner of said Lot 6; thence North 1°04'07" West along the East line of Lot 5 of said Nelson Acres Plat 1, 28.20 feet; thence South 88°18'16" East, 410.63 feet to the easement Point of Beginning. Said easement contains 0.283 acres.

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE: .

The undersigned owners, Tamra J. Shelton 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 facilities including buried pipe, manholes 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 the facilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

EASEMENT DESCRIPTION:

An easement for Construction and maintenance of a storm sewer pipe located in the North Half of Lot 7, Block 5, Railroad Addition to City of Winterset, Madison County, Iowa. The permanent easement shall be the West 15.00 feet of the North Half of Lot 7, Block 5, Railroad Addition to 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, they are 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 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 or removal of this line.

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 23rd day of June, 1996.

Grantor: Tamara J. Shelton

Grantee: CITY OF WINTERSET, IOWA

By [Signature]

By [Signature]
Jerry Schwertfeger, Mayor

By _____

By [Signature]
Mark Nitchals,
City Administrator

STATE OF IOWA)
) SS
) COUNTY

On this 23rd day of June, 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared Tamara Shelton and _____ 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.

[Signature]
Notary Public in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)



On this 23rd day of June A.D., 1996, before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry Schwertfeger 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 said corporation; and that said authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 23rd day of June, 1996; and, that Mark Nitchals and Jerry Schwertfeger 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.

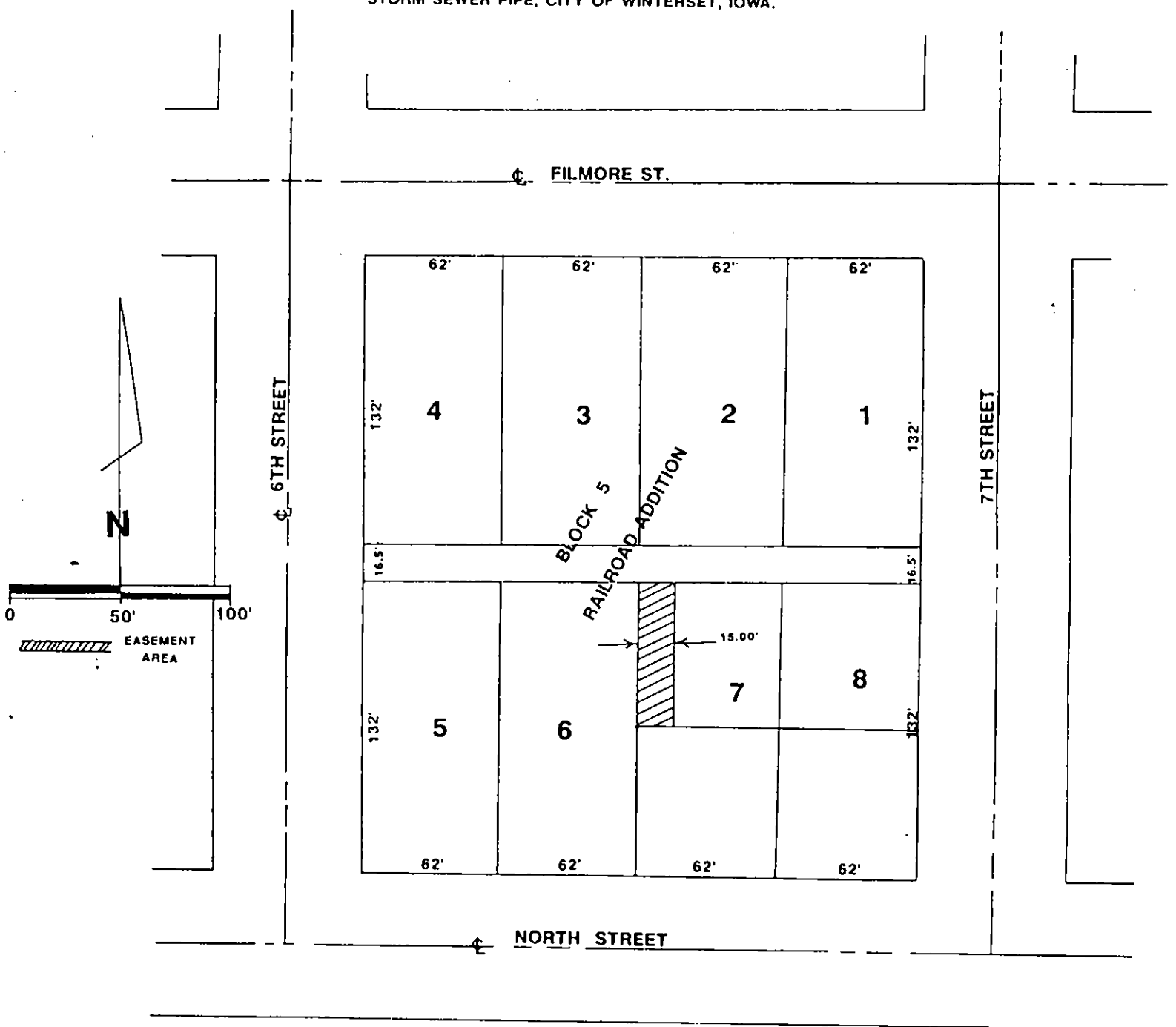


[Signature]
Notary Public

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSET, IOWA (515)462-3995

CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273
JAMES M. HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

EASEMENT PLAT FOR CONSTRUCTION AND MAINTENANCE OF A
STORM SEWER PIPE, CITY OF WINTERSET, IOWA.



MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Patrick F. Corkrean and Farmers and Merchants State Bank 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 facilities including buried pipe, manholes 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 the facilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

PERMANENT EASEMENT A 15.00 feet wide permanent easement the centerline of which is described as follows: Commencing at the Northwest Corner of Lot 11, Watts and Corkrean Addition, Plat No. 2, to the City of Winterset, Madison County, Iowa; thence South 00°50'03" East 412.81 feet along the West line of said Lot 11 to the Point of Beginning; thence North 78°36'39" East 152.18 feet to the West line of a Drainage and Utility Easement through said Lot 11 which is the end of the easement.

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, they are 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 repair or

10.

pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of this line.

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 19th day of May, 1997.

Grantor: Patrick F. Corkrean and Farmers & Merchants State Bank Grantee: CITY OF WINTERSET, IOWA

By Patrick F. Corkrean Farmers & Merchants State Bank

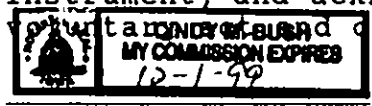
By Jerry Schwertfeger, Mayor

By Tim J. Rethmeier, V.P.

By Mark Nitchals, City Administrator

STATE OF IOWA)
COUNTY) SS

On this 19th day of May, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick F. Corkrean and Tim J. Rethmeier 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



Cindy M. Bush
Notary Public in and for said State

STATE OF IOWA)
MADISON COUNTY) SS

On this 23rd day of June A.D., 1997. before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry Schwertfeger 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 said corporation; and that said authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 23rd day of June, 1997; and, that Mark Nitchals and Jerry Schwertfeger 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.

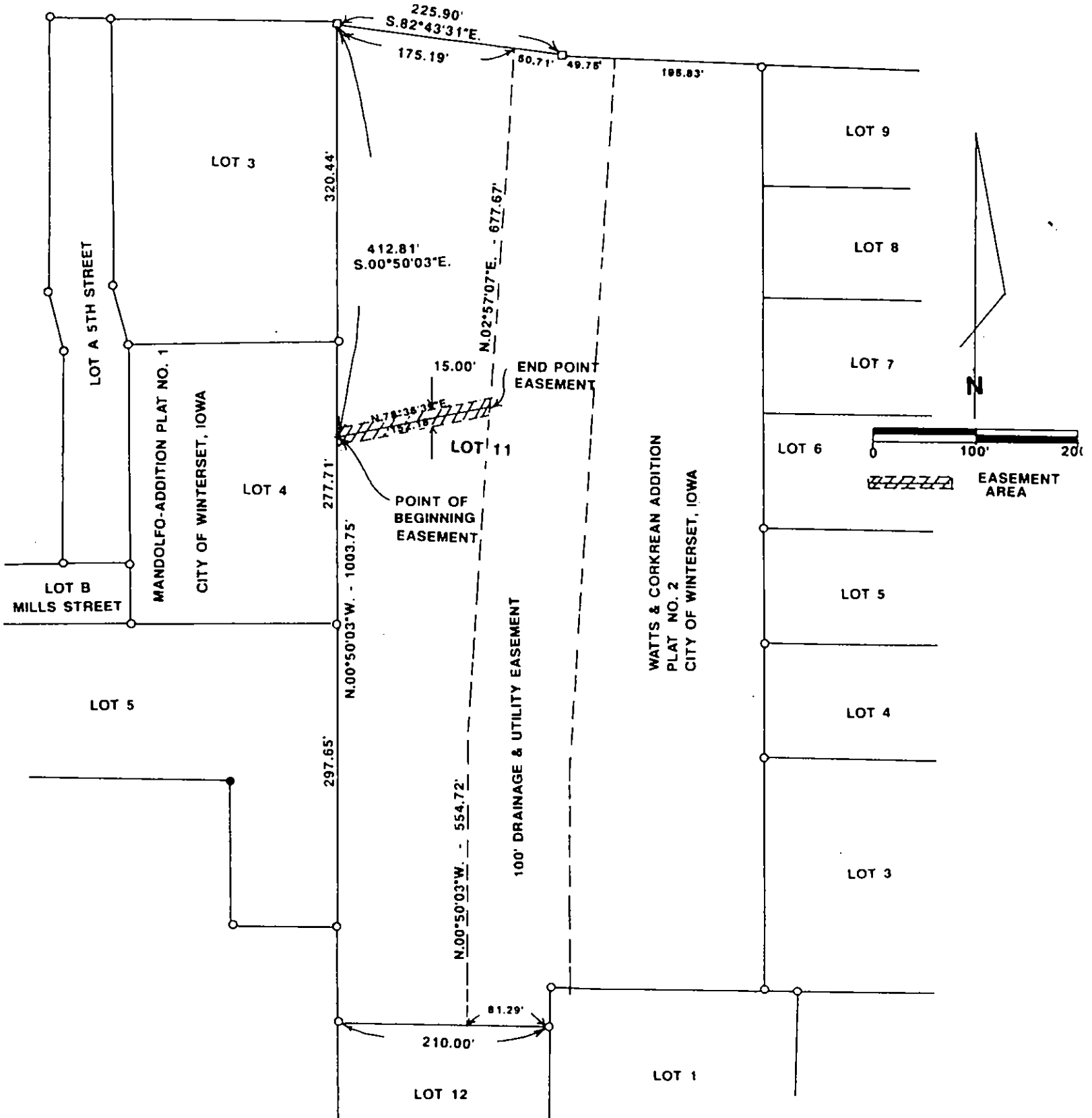


Cindy M. Bush
Notary Public

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSET, IOWA (515)462-3995

CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273
 JAMES M. HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

EASEMENT PLAT FOR CONSTRUCTION AND MAINTENANCE OF A STORM SEWER PIPE. CITY OF WINTERSET, IOWA.



EASEMENT LEGAL DESCRIPTION:

An easement for construction and maintenance of a storm sewer pipe located in Lot 11 of Watts and Corkrean Addition, Plat No. 2, City of Winterset, Madison County, Iowa. The permanent easement shall be 15.00 feet wide the centerline of which is described as follows: Commencing at the Northwest Corner of Lot 11 Watts and Corkrean Addition, Plat No. 2, to City of Winterset, Madison County, Iowa; Thence South 00°50'03" East 412.81 feet along the West line of said Lot 11 to the Point of Beginning; thence North 78°36'39" East 152.18 feet to the West line of a Drainage and Utility easement through said Lot 11 which is the end of the easement.

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Charles & Mary L. Noonan 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 facilities including buried pipe, manholes 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 the facilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

EASEMENT DESCRIPTION:

An easement for Construction and maintenance of a storm sewer pipe located in the South Half of Lot 7, Block 5, Railroad Addition to City of Winterset, Madison County, Iowa. The permanent easement shall be the West 15.00 feet of the South Half of Lot 7, Block 5, Railroad Addition to 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, they are 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 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 or removal of this line.

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 23rd day of June, 1997.

Grantor: Charles & Mary L. Noonan

Grantee: CITY OF WINTERSET, IOWA

By Charles Noonan

By Jerry Schwertfeger
Jerry Schwertfeger, Mayor

By Mary L. Noonan

By Mark Nitchals
Mark Nitchals,
City Administrator

STATE OF IOWA)
) SS
) COUNTY



On this 24th day of March, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Noonan and Mary L. Noonan 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.

Cindy M. Bush
Notary Public in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 23rd day of June A.D., 1997, before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry Schwertfeger 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 said corporation; and that said authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 23rd day of June, 1997; and, that Mark Nitchals and Jerry Schwertfeger 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.



Cindy M. Bush
Notary Public

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VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSET, IOWA (515)462-3995
CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273
JAMES M. HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

EASEMENT PLAT FOR CONSTRUCTION AND MAINTENANCE OF A
STORM SEWER PIPE, CITY OF WINTERSET, IOWA.

