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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners,
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 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 Commencing at a point that is 21 rods 20 1/2 links North and 29 rods 16 1/2 links West of the Southeast Corner of the NE. 1/4 of the NW.1/4 of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence East 30.00 feet; thence North to a point 21 rods 20 1/2 links North of the South line of said NE.1/4 of the NW.1/4; thence West 30.00 feet; thence South along the property line to the Point of Beginning.

TEMPORARY EASEMENT Commencing at a point that is 21 rods 20 1/2 links North and 29 rods 16 1/2 links West of the Southeast Corner of the NE.1/4 of the NW.1/4 of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence East 30.00 feet to the Point of Beginning; thence continuing East 20.00 feet; thence North to a point 21 rods 20 1/2 links North of the South line of said NE.1/4 of the NW.1/4; thence West 20.00 feet; thence South to the Point of Beginning.

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.

The temporary construction easement is granted for the initial sanitary sewer construction and installation during the period from the date of execution of this easement agreement until sixty (60) days after final acceptance by the Grantee of the general contractor's performance. This temporary easement shall expire on said date without further agreement or action by the parties or either of them.

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 24th day of Sept, 1992.

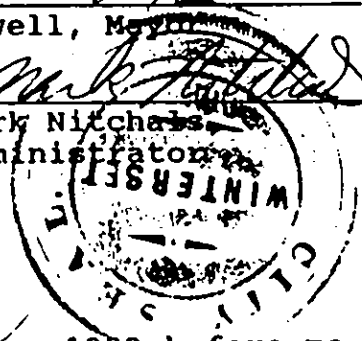
Grantor: Robert D. & Velma E. Van Scoy Grantee: CITY OF WINTERSET, IOWA

By Robert Van Scoy

By Robert W. Howell
Robert W. Howell, Mayor

By Velma E. Van Scoy

By Mark Nichols
Mark Nichols
City Administrator



STATE OF IOWA)
) SS
COUNTY)

On this 24 day of September, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Van Scoy and Velma E. Van Scoy 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 deed.



Lorraine Kile
Notary Public in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 15th day of March, 1993, before me, Lorraine Kile, 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 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 15th day of March, 1993; and 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

Lorraine Kile, Notary Public

EASEMENT PLAT - SOUTH INTERCEPTOR SANITARY SEWER PROJECT - CITY OF WINTERSSET, IOWA.

