

REC \$ 20.00
AUD \$ _____

FILED NO. 2391
BOOK 58 PAGE 221
✓93 MAR 26 PM 2:49

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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 on the North line of the NW.1/4 of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County which is 601.85 feet West of the N. 1/4 Corner of said Section 1, thence South 0°00'00" 217.31 feet; thence North 90°00'00" East 9.68 feet; thence South 0°00'00" 109.24 feet; thence South 18°57'39" East 114.26 feet to a line 26 rods 8 1/2 links South of the North line of said NW.1/4; thence North 90°00'00" East 31.72 feet; thence North 18°57'39" West 119.57 feet; thence North 0°00'00" 321.53 feet to the North line of said NW. 1/4; thence West 39.68 feet to Point of Beginning excluding the Summit Street right of way along the North side thereof.

TEMPORARY EASEMENT: Commencing at a point on the North line of the NW.1/4 of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa which is 562.17 feet West of the N. 1/4 Corner of said Section 1, thence South 0°00'00" 321.53 feet; thence South 18°57'39" East 119.57 feet; thence North 90°00'00" East 21.15 feet; thence North 18°57'39" West 123.11 feet; thence North 0°00'00" 318.18 feet to the North line of said NW.1/4; thence West 20.00 feet to the Point of Beginning excluding the Summit Street right of way along the North side thereof.

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.

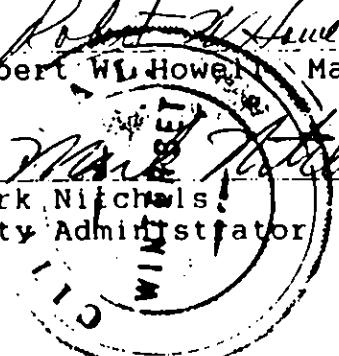
Dated this 24th day of August, 1992.

Grantor: Jerry L. Larsen

Grantee: CITY OF WINTERSET, IOWA

By Jerry L. Larsen
 By _____

By Robert W. Howell
 Robert W. Howell Mayor
 By Mark Nichols
 Mark Nichols
 City Administrator



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 24th day of August, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry L. Larson to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Lorraine Kile
Lorraine Kile, Notary Public

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.



SCALE:

INDEX NO.

