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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 on the North line of the SE. 1/4 of the NW.1/4 of Section 1, Township 75 North, Range 28 West of the 5th P.M. 500.00 feet West of the Northeast Corner of said SE.1/4 of the NW.1/4; thence South 14°22'46" West 33.22 feet; thence South 21°35'27" East 395.24 feet; thence South 0°04'46" East 1225.57 feet; thence South 89°59'03" East 1156.36 feet; thence North 89°19'27" East 538.51 feet to the East line of the NW.1/4 of the SE.1/4 of said Section 1; thence North along said East line 60 feet; thence South 89°19'27" West 538.51 feet; thence North 89°59'03" West 1106.44 feet; thence North 0°04'46" West 1171.32 feet; thence North 21°35'27" West 404.75 feet; thence North 30°56'26" West 16.06 feet to the North of said SE.1/4 of the NW.1/4; thence West along said North line 30 feet to the Point of Beginning.

TEMPORARY EASEMENT: Commencing at a point on the North line of the SE.1/4 of the NW.1/4 of Section 1, Township 75 North, Range 28 West of the 5th P.M., 470 feet West of the 5th P.M., 470 feet West of the Northeast Corner of said SE.1/4 of the NW.1/4; thence South 30°56'26" East 16.06 feet; thence South 21°35'27" East 404.75; thence South 0°04'46" East 1171.32 feet; thence South 89°59'03" East 1106.44 feet; thence North 89°19'27" East 538.51 feet to the East line of the NW.1/4 of the SE.1/4 of said Section 1; thence North along said East line 40 feet; thence South 89°19'27" West 538.51 feet; thence North 89°59'03" West 1066.49 feet; thence North 0°04'46" West 1140.96 feet; thence North 21°35'27" West 412.34 feet to the North line of said SE.1/4 of the NW.1/4; thence West 45.44 feet 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 3rd day of March, 1993.

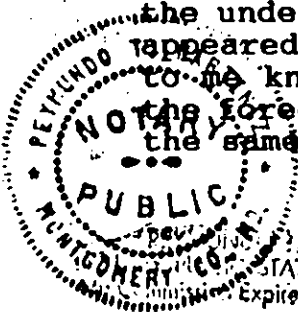
Grantor:

By Noel R. Nelson

By _____

STATE OF MARYLAND)
MONTGOMERY COUNTY) SS

On this 3rd day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared NOEL R. NELSON to be 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.



[Signature]
Notary Public in and for said State

Grantor:

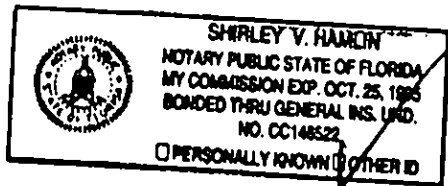
By Jodie A. Spina

By _____

STATE OF Florida)
Broward COUNTY) SS

On this 24 day of Feb, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Jodie A. Spina 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.

Shirley V. Hamon
Notary Public in and for said State



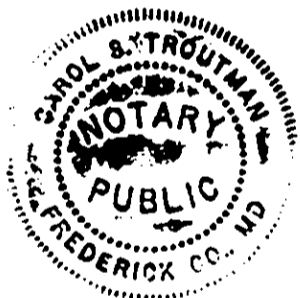
Grantor: Lester Wilkie

By Lester Wilkie

STATE OF MARYLAND)
Montgomery COUNTY) SS

On this 4th day of September, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Lester Wilkie to me known to 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.

Comm. exp 2/1/94 Carol S. Troutman
Notary Public in and for said State



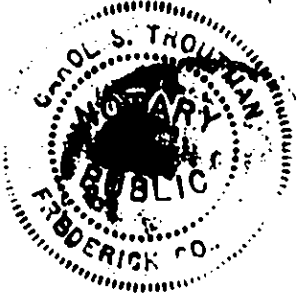
Grantor: Jeffree Wilkie

By Jeffree A. Wilkie
10-21-92

STATE OF MARYLAND)
Montgomery COUNTY) SS

On this 21st day of October, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffree A. Wilkie to me known to 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.

Carol S. Troutman (Carol S. Troutman)
My commission expires 2/1/94 Notary Public in and for said State



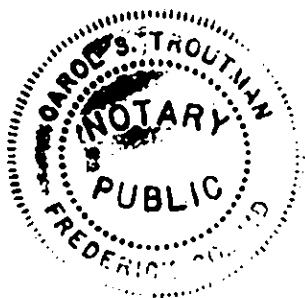
Grantor: Katherine M. Wilkie

By Katherine M. Wilkie

STATE OF MARYLAND)
Montgomery COUNTY) SS

On this 4th day of September, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Katherine M. Wilkie to me known to 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.

Comm exp 2/1/94 Carol S. Troutman
Notary Public in and for said State



Grantor: Janette Thompson

By Janette Thompson

STATE OF FLORIDA)
Brevard COUNTY) SS

On this 24th day of August, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Janette Thompson to me known to 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.



Carol A. P.
Notary Public in and for said State

Notary Public, State of Florida
My Commission Expires Sept. 30, 1993
Brevard County, Florida

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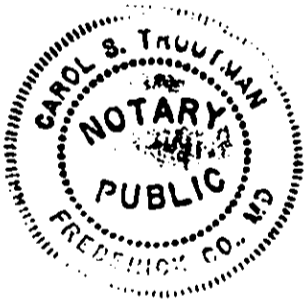
Grantor: Ward J. Wilkie

By Ward J. Wilkie Jr

STATE OF MARYLAND)
Montgomery COUNTY) SS

On this 4th day of September, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Ward J. Wilkie, Jr to me known to 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.

Comm. exp. 2/1/94 Carol S. Troutman
Notary Public in and for said State



Grantee: CITY OF WINTERSET, IOWA

By Robert W. Howell
Robert W. Howell, Mayor

By Mark Nitchals
Mark Nitchals, City Administrator



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 15th day of March A.D., 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 Mark Nitchals and Robert W. Howell 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

