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FILED NO. 2248

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MUNICIPAL UTILITY EASEMENT

Fee \$10.00

MICHELLE WIGLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner, Wight & Short Service, Inc., 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 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, over and under the following described property situated in Madison County, Iowa, to-wit:

The West 10.00 feet of a tract of land described as commencing at a point 33 feet West and 660 feet North of the Southeast Corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, and running thence West 314 feet, thence South 119 feet, thence East 314 feet, thence North 119 feet to the point of beginning, subject to easement of record.

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 municipal sanitary sewer facilities; and to renew, replace, and to otherwise change the municipal sanitary sewer facilities or any part thereof and all appurtenances thereto and the location thereof within the easement property.

In consideration of such grant, Grantee agrees it will repair or pay for any damages 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 Grantee also agrees to allow the Grantor to make connections to the sanitary sewer line located within the easement area and to waive all connection charges and fees.

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 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 16 day of April, 1993.

Grantor: WIGHT & SHORT SERVICE INC.

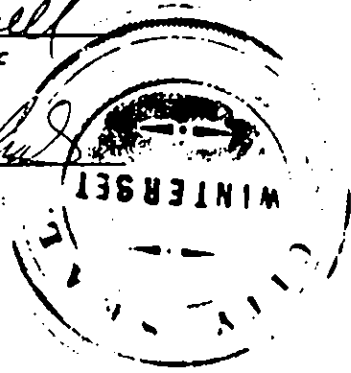
Grantee: CITY OF WINTERSET, IOWA

By Willard J. Short

By Robert W. Howell
Robert W. Howell, Mayor

By Bernard E. Wight

By Mark Nitchals
Mark Nitchals,
City Administrator



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 16 day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Willard J. Short and Bernard E. Wight 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.



Lorraine Kile
Notary Public in and for said State

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 3rd day of May, 1993, 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 3rd day of May, 1993; 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 and for said State

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