

UTILITY LINE EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Parr Manufacturing, Inc., 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 sewer, water and electrical utilities including equipment 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 said utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The East Thirty feet (30') of Lots Five (5) and Six (6) of the Helen McCall Huntoon Addition, Plat No. 2 to the 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, 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 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.

FILED NO. 3477

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94 JUN 15 PM 1:36

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC \$ 15.00
AUD \$ _____
R.M.F. \$ 1.00

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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 the utilities.

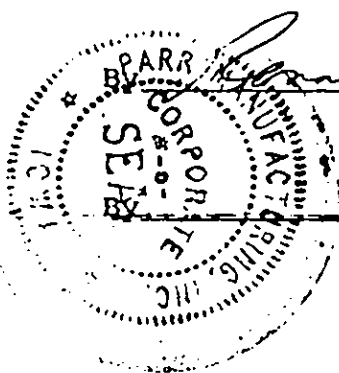
The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures will be erected upon said property and that the present grade or ground level thereof will not be changed by excavation or filling.

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, 1994.

Grantor: PARR MANUFACTURING, INC. COMPANY

Grantee: CITY OF WINTERSET, IOWA



[Signature]

By [Signature]
Jerry L. Schwertfeger, Mayor

By [Signature]
Mark Nitchals,
City Administrator

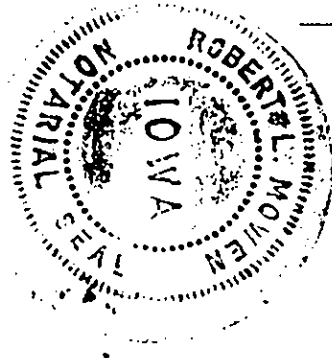


STATE OF IOWA)
) SS
POLK COUNTY)

On this 19th day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared RONALD W. PARR and _____, to me personally known, who, being by me duly sworn, did say that they are the PRESIDENT and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that RONALD W. PARR and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

[Signature]

Notary Public in the State of Iowa
Commission Expires 3/1/95



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STATE OF IOWA)
) SS
MADISON COUNTY)

On this 6th day of June A.D., 1994, before me, Cindy M. Bush, a Notary Public in and for said County and State, personally appeared Jerry L. Schwertfeger and Mark J. 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 instrument was signed and sealed on behalf of said corporation by authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the 6th day of June, 1994; and, that Mark J. Nitchals and Jerry L. Schwertfeger acknowledged 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