

COMPARED

FILED NO. 2655

Fee \$15.00

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UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

The undersigned owner, Lanny's Auto Company, 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 Charles Garrison and Phyllis Garrison, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove sanitary sewer service utilities to Grantees adjoining lands 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 service line over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

A 20 feet wide permanent easement for the construction and maintenance of a sanitary sewer service lying 10 feet on either side of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa; thence North 90°00'00" East 659.53 feet; thence South 00°20'55" East 836.64 feet; thence South 89°52'15" East 50.00 feet to the Point of Beginning of centerline of said 20 feet wide easement, thence South 14°31'34" East 57.16 feet to the end of said sanitary sewer service easement.

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 utility; and to renew, replace, and to otherwise change the utility 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 utility.

The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted and that no buildings or structures will be erected upon said property.

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 June, 1991.

LANNY'S AUTO COMPANY

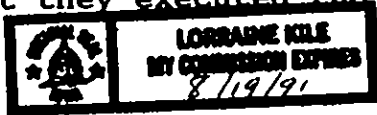
By Lanny S. Wenck  
Lanny Wenck, President  
Grantors

Charles Garrison  
Charles Garrison

Phyllis Garrison  
Phyllis Garrison Grantees

STATE OF IOWA )  
                  ) SS  
MADISON COUNTY )

On this 19 day of June, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Garrison and Phyllis Garrison 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 19 day of June, A.D. 1991, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Lanny Wenck and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_ respectively, of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Lanny Wenck and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Lorraine Kile

Notary Public in and for said County