

COMPARED

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UTILITY EASEMENT

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Lanny's Auto, 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 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:

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

Commencing at the Northwest Corner of the Northeast Quarter (¼) of the Northeast Quarter (¼) 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 to the Point of Beginning of centerline of said 20 feet wide easement; thence South 89°52'15" East 60.00 feet to the end of said sanitary sewer main 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.

Grantor: LANNY'S AUTO COMPANY

Grantee: CITY OF WINTERSET,
IOWA

By Lanny W. Wenck
Lanny Wenck

By Robert W. Howell
Robert W. Howell, Mayor

By Mark Nitchals
Mark Nitchals,
City Administrator

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 19 day of June A.D., 1991, 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 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 3 day of June, 1991; and, that Mark Nitchals and Robert W. Howell 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.



Lorraine Kile
Notary Public

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