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UTILITY EASEMENT AGREEMENT

1977 SEP -1 AM 8:10

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Compared

Fee #4.50

The City of Winterset, Iowa, hereafter referred to as the Grantor, and Roscoe F. Tyer and Mary F. Tyer, hereafter referred to as Grantee, do hereby make the following agreement:

The Grantor is the owner of the following described real estate:

> Commencing at the Northwest Corner of Lot Ten (10) of Block Five (5) in the West Addition to the Town of Winterset, Madison County, Iowa, thence South 198 feet to the Southwest Corner of Lot Eight (8) of said block, thence West 16½ feet to the Southeast Corner of Lot Seven (7) of said block, thence North 198 feet to the Northeast Corner of Lot Five (5) of said block, thence East to the point of beginning.

In consideration of the sum of One Dollar and other valuable considerations in hand paid the Grantor does hereby grant to the Grantee the perpetual right and easement to construct, repair, maintain, operate, inspect, and patrol a water line and all necessary equipment and appurtenances as may be reasonably necessary thereto, over, along, across and under said real estate described above.

The Grantee is given the right to trim, cut and clear away any trees, limbs and brush, located on the said easement property , and the right to remove therefrom any obstruction, including inflammable materials , brush, structures of any kind, now existing or hereafter erected at any time, or other obstructions wherever in Grantee's judgment such will interfere with or endanger the construction, operation or maintenance of this line. The Grantee is given the right to pass along the easement property to and from adjoining lands and to have reasonable access to this property from any adjoining lands held by the Grantor.

The Grantors , its Successors and Assigns , coveanant that no act will be permitted within the easement property which is inconsistant with the rights hereby granted and that no building 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.

In consideration of this grant, the Grantee , his successors and assigns agree they will pay for any damage caused to Grantor's fences or other property caused by the construction, operation, maintenance, inspection, patroling or removal of this line.

This Agreement shall run with the land and bind to and benefit the heirs, successors and assigns of the parties.

WHEREFORE, Roscoe F. Tyer and Mary F. Tyer do hereby set their hand to this instrument on the 16 day of June, 1977, at Winterset, Iowa.

Roscoe F. Tyer
Roscoe F. Tyer

Mary F. Tyer
Mary F. Tyer

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 16 day of August, 1977, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Roscoe F. Tyer and Mary F. Tyer to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Charles E. Tucker Jr.
NOTARY PUBLIC

O. D. Simmons
O. D. SIMMONS, CITY CLERK

Bernard Morrissey
BERNARD MORRISSEY, MAYOR

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 30th day of August, 1977, before me the undersigned, a Notary Public in and for said County and said State, personally appeared O. D. Simmons, City Clerk and Bernard Morrissey, Mayor, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and ded.

John E Casper
NOTARY PUBLIC

NOTARIAL SEAL IOWA
JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-77