FILED NO. 365
BOOK 113 PAGE 333

1981 SEP -8 PM 1:42

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

Compared

EASEMENT AGREEMENT AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

IT IS HEREBY AGREED by and between A. LaNelle Bentz and C. R. Bentz, husband and wife, hereinafter referred to as Grantors; and the City of Winterset, Iowa, hereinafter referred to as Grantee, as follows:

In consideration of the sum of $ 500- and other good and valuable consideration hereinafter enumerated, the Grantors do hereby grant and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to enter in, upon and onto certain lands of the Grantors for the purpose of constructing, installing, operating, inspecting, repairing, maintaining, replacing and removing a paved street and storm sewer which are or will be located on certain lands of the Grantee adjacent to the East of the lands of the Grantors. Said land of the Grantors is legally described as follows:

> The West Ten (10) feet of the East Thirty (30) feet of the South Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

The Grantors further grant unto the Grantee the right to construct, install, operate, inspect, repair, maintain, replace and remove certain water drainage intakes and drain tiles on the above described real estate for the purpose of draining surface waters from the adjacent lands of the Grantors.

The Grantee covenants as follows:

No utility poles or other structures will be placed on or above the surface of the easement property except flush grates for drainage purposes. The present large rock and trees located on the easement property are not to be disturbed by Grantee. As soon as practical after completion of construction of paved street and storm sewer and installation of underground drainage tiles and lines on the easement property, Grantee will remove or have removed all rocks and other debris from the easement property and will grade the easement property so that no surface waters will be impounded on the easement property or adjacent land of the Grantors. Wherever the surface of the easement property is disturbed by actions of the Grantee, its employees or agents, either at the present time or in the future at such times as Grantee may exercise its rights in connection with the easement property, the Grantee will be responsible for seeding or sodding the easement property so that Grantors may maintain said easement property as a lawn.

Maintenance of the easement property will be the responsibility of Grantors.

Grantors retain the right of reasonable use of the easement property including but not limited to the right of ingress and egress over said property from their adjacent

IND. ✓
REC. ——
PAGE ✓

land to the City street owned by Grantee, construction and maintenance of driveways; and all other uses not inconsistent with said grant.

This grant of Easement and the other provisions hereof shall constitute covenants running with the land for the benefit of Grantors and Grantee, their successors and assigns and shall be binding upon the successors and assigns of the Grantors and Grantee.

IN WITNESS HEREOF, the Grantors and Grantee have executed this instrument this 3RD day of September, A.D. 1981.

CITY OF WINTERSET, IOWA

A. LaNelle Bentz

By Bernard Morrissey, Mayor

C. R. Bentz
GRANTORS

By Mark J. Nitchals, Clerk
GRANTEE

STATE OF IOWA)
) ss.
MADISON COUNTY)

On this 3RD day of September, 1981, before me, a Notary Public in and for the State, personally appeared A. LaNelle Bentz and C. R. Bentz, 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 for the purposes therein set forth.

GORDON K. DARLING, JR.

Notary Public in and for the State of Iowa.

STATE OF IOWA)
) ss.
MADISON COUNTY)

On the 3RD day of September, 1981, before me a Notary Public in and for said State, personally appeared Bernard Morrissey and Mark J. Nitchals, who being duly sworn on oath did depose and state that they are the Mayor and Clerk, respectively, of the City of Winterset, Madison County, Iowa, and that said instrument was signed on behalf of said City by authority of the Council; and that the said Bernard Morrissey and Mark J. Nitchals acknowledged the execution of said instrument to be the voluntary act and deed of the said City of Winterset, Madison County, Iowa, by it and by them voluntarily executed.

GORDON K. DARLING, JR.

Notary Public in and for the State of Iowa.