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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

UTILITY EASEMENT
Recorder's Cover Sheet

Preparer Information:

John E. Casper, 223 East Court, P.O. Box 67, Winterset, (515) 462-4912

Taxpayer Information:

Madison County Historical Society, Inc.
815 S. 2nd Avenue
Winterset, IA 50273

Return Address

John E. Casper
223 East Court Avenue
P.O. Box 67
Winterset, IA 50273-0067

✓ City of Winterset
Attn: Scott Wessellman
124 W Court
Winterset, Ia. 50273

Grantors:

Madison County Historical Society, Inc.

Grantees:

Board of Trustees of the Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa

Legal Description: See Page 2

Document or instrument number if applicable:

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner, Madison County Historical Society, 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 Board of Trustees of the Waterworks and Electric Light and Power Plant of 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 utilities including the equipment and accessories for the same and all necessary appurtenances and the right of ingress and egress as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of the utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

TEMPORARY CONSTRUCTION EASEMENT

The West 20.00 feet of the South 129.02 feet of the fractional NW.¼ of the NW.¼ of Section 6, Township 75 North, Range 27 West of the 5th P.M., City of Winterset, Madison County, Iowa.

AND, A 20.00 foot wide easement being 10.00 feet wide on both sides of the following described centerline. Commencing at the Southwest Corner of the fractional NW.¼ of the NW.¼ of Section 6, Township 75 North, Range 27 West of the 5th P.M.; thence along the Section Line, North 00°24'23" East, 129.02 feet to the easement Point of Beginning; thence continuing along said centerline, North 00°24'23" East, 454.30 feet to an angle point; thence along the easement centerline, North 43°32'25" East, 380.12 feet to a terminus at the West Right of Way Line of the Public Highway.

AND, A 20.00 foot wide easement being 10.00 feet wide on both sides of the following described centerline. Commencing at the Southeast Corner of the fractional NE.¼ of the NE.¼ of Section 1, Township 75 North, Range 28 West of the 5th P.M.; thence along the Section Line, North 00°24'23" East, 583.32 feet to the easement Point of Beginning; thence North 66°48'54" West, 60.00 feet to a terminus at a point 15.00 feet beyond the end of the Guy Anchor.

PERMANENT EASEMENT

The West 20.00 feet of the South 129.02 feet of the fractional NW.¼ of the NW.¼ of Section 6, Township 75 North, Range 27 West of the 5th P.M., City of Winterset, Madison County, Iowa.

AND, A 20.00 foot wide easement being 10.00 feet wide on both sides of the following described centerline. Commencing at the Southwest Corner of the fractional NW.¼ of the NW.¼ of Section 6, Township 75 North, Range 27 West of the 5th P.M.; thence along the Section Line, North 00°24'23" East, 129.02 feet to the easement Point of Beginning; thence continuing along said centerline, North 00°24'23" East, 454.30 feet to an angle point; thence along the easement centerline, North 43°32'25" East, 380.12 feet to a terminus at the West Right of Way Line of the Public Highway.

AND, A 20.00 foot wide easement being 10.00 feet wide on both sides of the following described centerline. Commencing at the Southeast Corner of the fractional NE.¼ of the NE.¼ of Section 1, Township 75 North, Range 28 West of the 5th P.M.; thence along the Section Line, North 00°24'23" East, 583.32 feet to the easement Point of Beginning; thence North 66°48'54" West, 60.00 feet to a terminus at a point 15.00 feet beyond the end of the Guy Anchor.

The Grantor warrants and covenants 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.

In consideration of such grant, Grantee agrees it will restore to 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, repairing, replacement or removal of the utilities.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements will be erected upon the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling. The Grantors, their successors and assigns, shall have no responsibility or liability for any claim, cause of action or demand for any damage to the Grantee's utility improvements from any cause including the acts of the Grantors, their successors and assigns.

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 17th day of November, 2014.

Grantor: Madison County Historical Society, Inc.

By: Robert M. Young
President

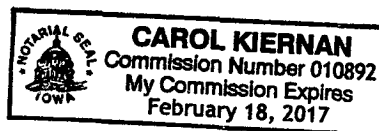
Grantee: Board of Trustees of the Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa

By: Gerrit Vrieze, Chairperson
Stephen S. Wesselmann
Stephen S. Wesselmann, Secretary

STATE OF IOWA :
:ss
MADISON COUNTY :

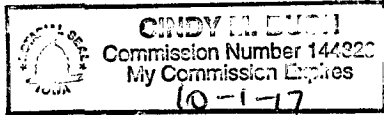
This Agreement was acknowledged before me on this 3 day of ^{DECEMBER} ~~November~~, 2014 by Robert M. Young as the President of the Madison County Historical Society, Inc.

Carol Kiernan
Carol Kiernan Notary Public



STATE OF IOWA :
:SS
MADISON COUNTY :

This Agreement was acknowledged before me on this 17th day of November, 2014 by _____
_____ Gerrit Vrieze and Stephen S. Wesselmann as the Chairperson and Secretary, respectively, of the
Board of Trustees of the Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa.



Cindy A. Bush
10-1-17 Notary Public