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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

## MUNICIPAL UTILITY EASEMENT

Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067  
(515) 462-4912

**Taxpayer Information:** (name and complete address)

Farmers & Merchants State Bank, 101 W. Jefferson, P.O. Box 29, Winterset, IA 50273

**Return Document To:** (name and complete address)

Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067

**Grantors:**

Farmers & Merchants State Bank

**Grantees:**

City of Winterset, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** N/A

## MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner, Farmers & Merchants State Bank, hereafter called the Grantor, 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 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 municipal utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

**The West Six Feet (6') of the South Seven Feet (7') of Lot Two (2) in Block Ten (10) of the Original Town of Winterset, Madison County, Iowa.**

The Grantor warrants and covenants to the Grantee that, subject to liens and encumbrances of record at the date of this Easement, they are the owner of the above-described land and have 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 municipal utilities; and to renew, replace, and to otherwise change the municipal utilities or any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property.

In consideration of such grant, Grantee agrees it will restore the real estate, including repair and replace any hard surface which may be damaged by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the municipal utilities, with the same material that was in place at such time as any damage occurred.

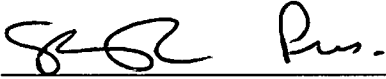
The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures or other improvements will be erected upon the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling. The Grantor, their successors and assigns, shall have no responsibility or liability for any claim, cause of action or demand for any damage to the Grantees's utility improvements from any cause including the acts of the Grantor, their successors and assigns, except for the intentionally wrongful act of the Grantor, 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 20th day of October, 2024.

Grantor: Farmers & Merchants State Bank

Grantee: City of Winterset, Iowa



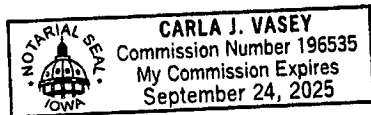
By: Shane K. Pashek, President & C.E.O.

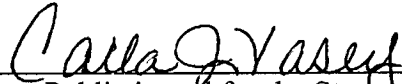
  
By: Thomas J. Leners, Mayor

  
By: Andrew J. Barden, City Administrator

STATE OF IOWA :  
: SS  
MADISON COUNTY :

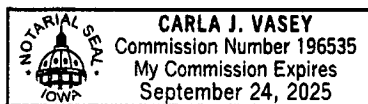
On this 20th day of October 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas J. Leners and Andrew J. Barden, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Winterset, 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 7th day of October, 2024; and, that Thomas J. Leners and Andrew J. Barden 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.

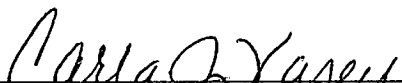


  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 9th day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Shane K. Pashek, to me personally known, who, being by me duly sworn, did say that he is the President and C.E.O. of Farmers & Merchants State Bank; that the seal affixed thereto is the seal of said corporation; and, that Shane K. Pashek acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



  
Notary Public in and for the State of Iowa