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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

**UTILITY EASEMENT
Recorder's Cover Sheet**

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COMPARED	☒

Preparer Information:

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

Taxpayer Information:

Daniel K. Ryner and Lori Ryner
1776 North River Trail
Winterset, IA 50273

Return Address

John E. Casper
P.O. Box 67
Winterset, IA 50273

*City of Winterset
124 W Court
Winterset Ia 50273*

Grantors:

Daniel K. Ryner and Lori Ryner

Grantees:

City of Winterset, Iowa By: Jerry L. Schwertfeger, Mayor and Mark J. Nitchals, City Administrator

Legal Description: See Page 2

Document or Instrument number if applicable:

UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENCE:

The undersigned owners, Daniel K. Ryner and Lori Ryner, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar (\$1.00) 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, use, repair, maintain, operate, inspect, patrol and remove public sanitary sewer 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, use, repair, maintenance, operation, inspection, patrolling, replacement and removal of this public use over, along, under, and across and under the following described property situated in Madison County, Iowa, to-wit:

That Portion of the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 30, Township 76 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at a found 5/8" iron rod with cap number 6808 at the NE corner of Lot 15 of C & C Allen Addition, an official Plat located in and forming a part of Madison County, Iowa; thence N.00°09'41"E., 624.49 feet along the west line of said SE1/4 of the NW1/4; thence S.89°50'19"E., 15.00 feet; thence S.00°09'41"W., 624.80 feet to the North line of said NE1/4 of the SW1/4; thence S.00°10'05"W., 1288.56 feet; thence S.88°27'49"E., 346.67 feet; thence S.00°31'24"W., 30.00 feet to the south line of said NE1/4 of the SW1/4; thence N88°27'49"W., 361.49 feet along said South line to the West line of said NE1/4 of the SW1/4, also being the East line of said lot 15 C & C Allen Addition; thence N.00°10'05"E., 1318.53 feet to the point of beginning, containing 0.908 acres of land and subject to all easements of record.

The Grantor warrant and covenant 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 has full right and authority to validly grant this easement and the Grantee may quietly enjoy its estate in the

premises. The Grantor further agrees not to erect any structure over or within the easement area without obtaining the prior, written approval of the Grantee nor to change the grade, elevation or contour of the easement area without obtaining the prior, written approval of the Grantee.

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 which overhang 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.

In consideration of such grant, Grantee agrees it will cause the surface of the easement area to be restored to the conditions the surface was in immediately prior to such work to the extent reasonably possible that may be caused to this easement area by the construction, operation, maintenance, inspection, patrolling, repairing, replacement or removal of the utility.

The Grantor covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted.

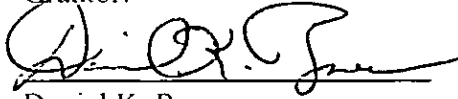
The Grantor reserves the right to remove any fence within the easement area, prior to March 20, 2006.

The parties agree the Grantor shall replace at Grantee's cost any fence which is removed incident to or the result of the construction of the utility. This fence shall be installed within one (1) year of the date of this Agreement or upon the Grantee's final acceptance of the public improvement, whichever date is later. Any such replacement fence shall be a legal fence consisting of six (6) barbs.

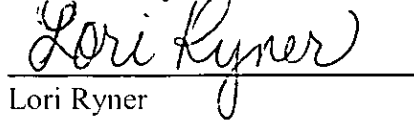
This Agreement shall run with the land and bind and inure to the benefit of the heirs,
successors and assigns of the parties.

Dated this 27th day of September, 2005.

Grantor:

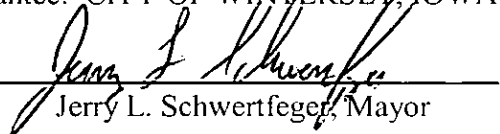


Daniel K. Ryner


Lori Ryner

Grantee: CITY OF WINTERSET, IOWA

By


Jerry L. Schwertfeger, Mayor

By


Mark J. Nitchals, City Administrator



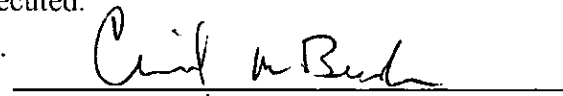
STATE OF IOWA :

:ss

MADISON COUNTY:

On this 17th day of October, 2005, before me, Cindy Bush, a Notary Public in and for said County and State, personally appeared Jerry L. Schwertfeger and Mark J. 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 17th day of October, 2005; and, that Mark J. Nitchals and Jerry L. Schwertfeger 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.





Cindy Bush Notary Public

STATE OF IOWA :
:SS
MADISON COUNTY:

On this 27th day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel K. Ryner and Lori Ryner to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Terri L. Collins
Terri L. Collins Notary Public