

Document 2006 1758

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

Mark Nitchals
✓ City of Winterset
124 W. Court Avenue
Winterset IA 50273

COMPUTER	✓
RECORDED	✓
COMPARED	

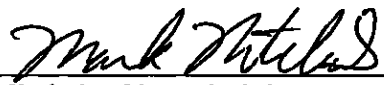
CERTIFICATION

The undersigned, the duly appointed and acting City Administrator of the City of Winterset, Iowa, does hereby certify the following described documents as true and authentic copies of the official records in the custody of the Office of Clerk of the City of Winterset.

1. Resolution No. 2006-51 of the City Council of the City of Winterset, Iowa entitled Resolution Approving Easement Agreements 2006 Sanitary Sewer Improvement Project;
2. Municipal Utility Easement with Ronald W. Parr and Timothy B. Brandt

Dated on this 3rd day of May 2006, at Winterset, Iowa.





Mark Nitchals, City Administrator

RESOLUTION NO. 2006-51

RESOLUTION APPROVING EASEMENT AGREEMENTS
2006 SANITARY SEWER IMPROVEMENT PROJECT

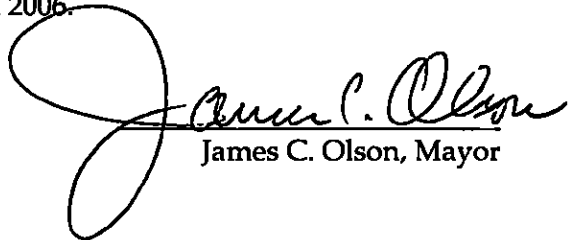
WHEREAS, it is necessary to obtain permanent and temporary construction easements from several property owners to enable construction of the 2006 Sanitary Sewer Improvement to proceed, and

WHEREAS, a municipal utility easement agreement has been executed by Ronald W Parr and Timothy B. Brandt, and temporary construction easement agreements have been executed by Daniel & Lori Ryner, and by Earlham Mobile Terrace, Inc. by Curtis C. Allen, President.

BE IT RESOLVED by the City Council of the City of Winterset, Iowa that the municipal utility easement agreement executed by Ronald W Parr and Timothy B. Brandt, and the temporary construction easement agreements executed by Daniel & Lori Ryner, and by Earlham Mobile Terrace, Inc. by Curtis C. Allen, President, are all hereby approved.

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to cause the municipal utility easement agreement granted by Ronald W Parr and Timothy B. Brandt to be recorded in the office of the Madison County Recorder.

Passed and approved this 17th day of April 2006.


James C. Olson, Mayor

Attest:


Mark Nitchals, City Administrator

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Ronald W. Parr and Timothy B. Brandt, hereafter called the Grantors, in consideration of the sum of one dollar 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, repair, maintain, operate, inspect, patrol and remove sanitary sewer 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:

PERMANENT EASEMENT: A part of Parcel "A" located in the South ½ of the Southwest Fractional Quarter of Section 30, Township 76 North, Range 27 West of the Fifth Principal Meridian, City of Winterset, Madison County, Iowa, being 15.00 feet on each side of the following described centerline:

Commencing at the Northeast Corner of Lot 5, Plat 2 of Helen McCall Huntoon Addition to the City of Winterset; thence along the North line of the South ½ of said SW Fractional Quarter S89°54'17"E 449.04 feet; thence S00°05'43"W 481.67 feet to the point of beginning; thence S76°05'43"W 215.42 feet; thence S00°54'17"E 60.49 feet to the point of terminus, said easement lines extend and shorten to intersect with existing boundary lines, containing 8359.04 SF more or less.

(See Exhibit A attached)

TEMPORARY CONSTRUCTION EASEMENT: A part of Parcel "A" located in the South ½ of the Southwest Fractional Quarter of Section 30, Township 76 North, Range 27 West of the Fifth Principal Meridian, City of Winterset, Madison County, Iowa, being more particularly described as follows:

Commencing at the Northeast Corner of Lot 5, Plat 2 of Helen McCall Huntoon Addition to the City of Winterset; thence along the North line of the South ½ of said SW Fractional Quarter S89°54'17"E 449.04 feet; thence S00°05'43"W 455.90 feet to the point of beginning; thence S76°05'43"W 241.54 feet; thence S00°54'17"E 82.07 feet; thence N85°12'51"E 10.00 feet; thence N00°54'17"W 73.44 feet; thence N76°05'43"E 231.09 feet; thence N00°05'43"E 10.2 feet to the point of beginning, containing 3140.22 SF more or less.

And

Commencing at the Northeast Corner of Lot 5, Plat 2 of Helen McCall Huntoon Addition to the City of Winterset; thence along the North line of the South ½ of said SW Fractional Quarter S89°54'17"E 449.04 feet; thence S00°05'43"W 497.32 feet; thence S76°05'43"W 199.12 feet; thence S00°54'17"E 47.54 feet; thence N85°12'51"E 10.00 feet; thence N00°54'17"W 39.08 feet; thence N76°05'43"E 189.26 feet; thence N00°05'43"E 10.2 feet to the point of beginning, containing 2342.19 SF more or less.

And

A 15.00 feet wide strip along the East line of Parcel "A" from the NE Corner of said Parcel "A" S00°05'43"W 456.00 feet, containing 6840 SF more or less.

And

A 20.00 feet wide strip along the North line of Parcel "A" from the West line of said 15 feet wide strip N89°54'17"W 333.7 feet more or less, containing 6674 SF more or less. (See Exhibit B attached)

The Grantor warrant and covenant 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 permanent easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling.

The term of the Temporary Easement rights granted to the City of Winterset under this easement agreement shall terminate 90 days after the sanitary sewer construction project has been completed or 18 months for the date of execution of this easement agreement by the City of Winterset, whichever occurs first.

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 April, 2006.

Grantor:

Grantee: CITY OF WINTERSET, IOWA

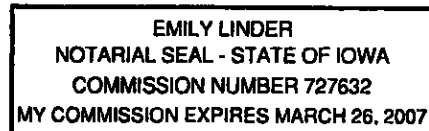
By Ronald W. Parr
Ronald W. Parr

By James C. Olson
James C. Olson, Mayor

By Timothy B. Brandt
Timothy B. Brandt

By Mark Nitchals
Mark Nitchals, City Administrator

STATE OF IOWA :
:SS
POLK COUNTY :



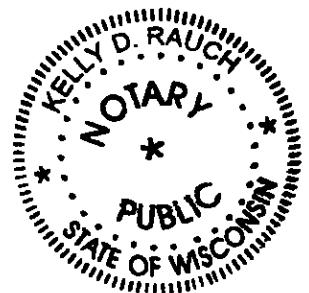
On this 31st day of March, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy B. Brandt, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.

Emily Linder Notary Public

STATE OF WISCONSIN :
:SS
COUNTY OF Sawyer :

On this 11th day of April, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald W. Parr, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.

Kelly D. Rauch
KELLY D. RAUCH Notary Public
Exp April 22, 2007



STATE OF IOWA :
:SS
MADISON COUNTY :

On this 17th day of April, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared James C. Olson and Mark 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 April, 2006; and, that James C. Olson and Mark Nitchals 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 M. Bush
State of Iowa Notary Public

OWNER: RONALD W. PARR and TIMOTHY B. BRANDT
PERMANENT SANITARY SEWER EASEMENT

A PART OF PARCEL "A", LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST
FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 76 NORTH, RANGE 27
WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WINTERSET, MADISON
COUNTY IOWA, BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING
DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, PLAT 2, HELEN
MCALL HUNTON ADDITION TO THE CITY OF WINTERSET; THENCE
ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SW FRACTIONAL
QUARTER S89°54'17"E 449.04 FEET; THENCE S00°05'43"W 481.67 FEET TO THE
POINT OF BEGINNING; THENCE S76°05'43"W 215.42 FEET; S00°54'17"E 60.49
FEET TO THE POINT OF TERMINUS; SAID EASEMENT LINES EXTEND AND
SHORTEN TO INTERSECT WITH EXISTING BOUNDARY LINES, CONTAINING
8359.04 SF MORE OR LESS.

NE COR LOT 5 PLAT 2
HELEN MCALL ADDITION

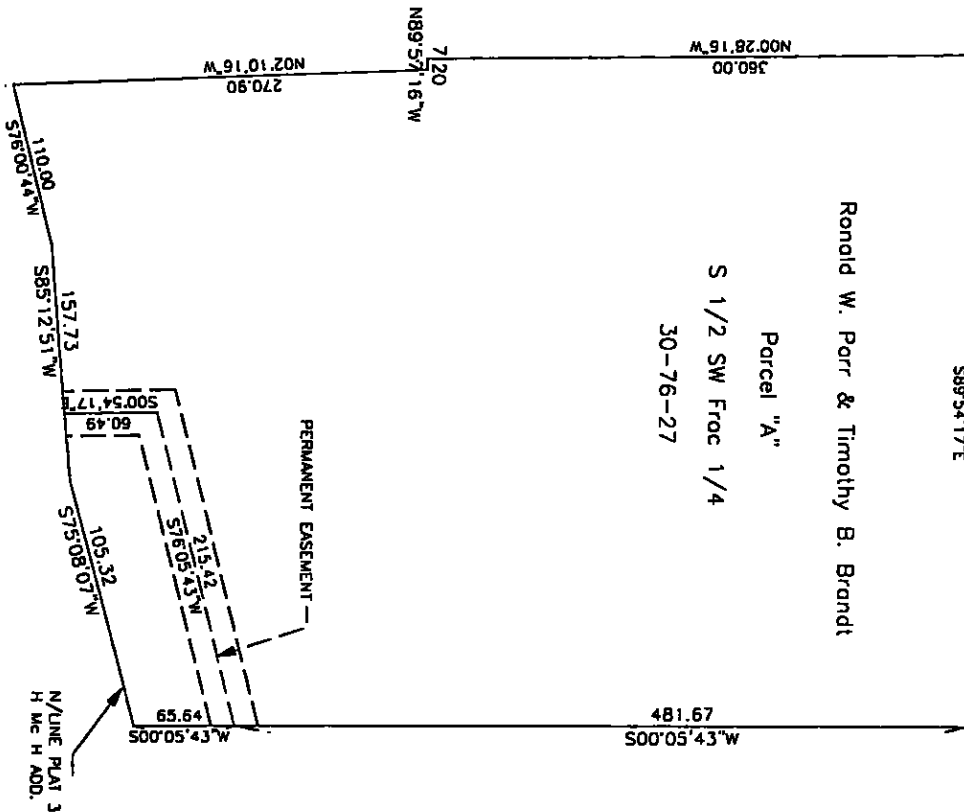
N/LINE S1/2
SW FRAC 1/4 SEC

Ronald W. Parr & Timothy B. Brandt

Parcel "A"

S 1/2 SW FROC 1/4

30-76-27

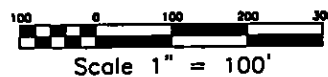
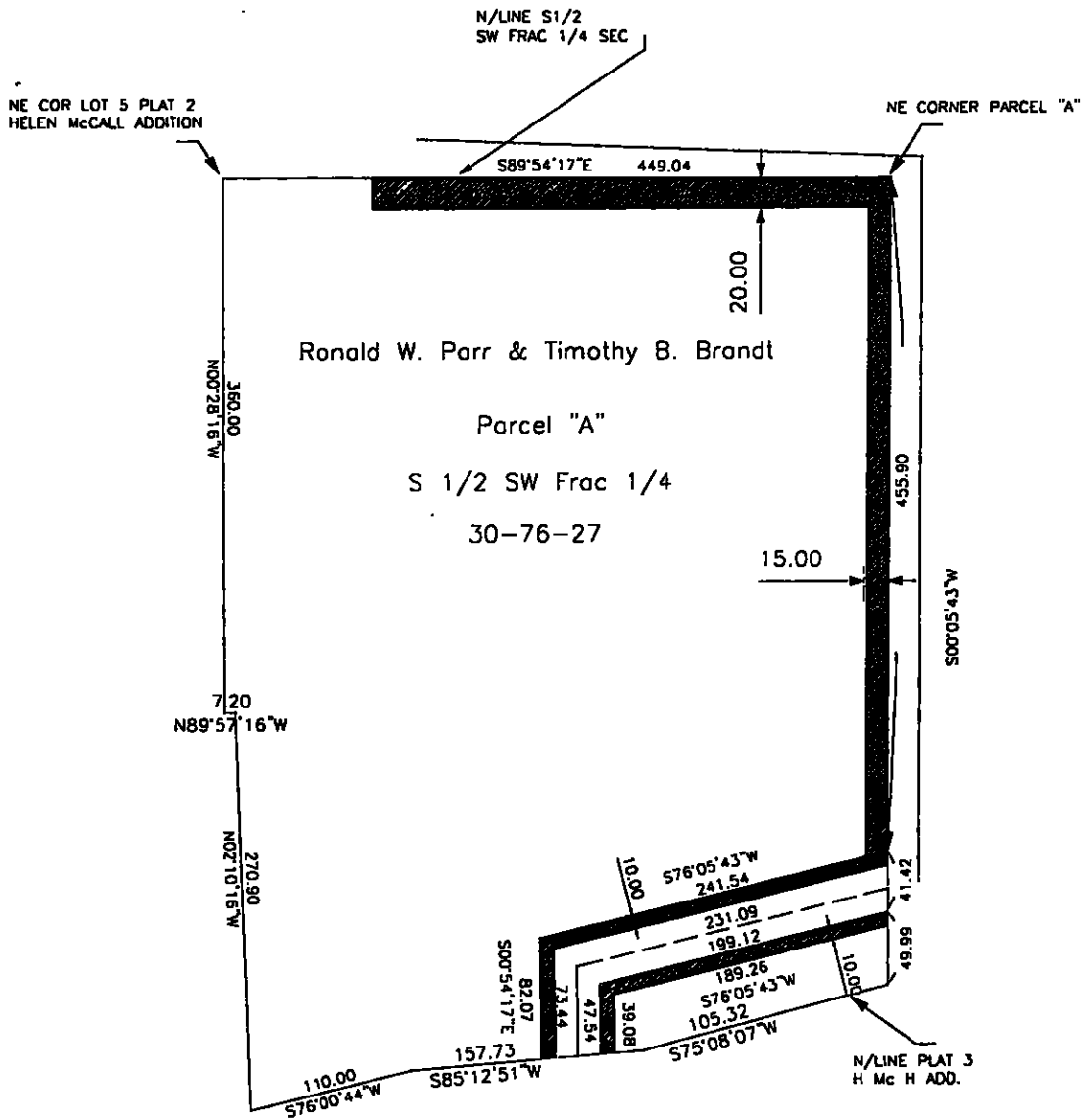


MSA

TRANSPORTATION & MUNICIPAL
DEVELOPMENT & ENVIRONMENTAL
201 Corporate Blvd. Ames, IA 50010
515-281-4141 1-800-267-4338 Fax 515-281-4330
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EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT (SHADED AREA)



TRANSPORTATION & MUNICIPAL
DEVELOPMENT & ENVIRONMENTAL
301 Corporate Blvd. Suite 200, W. 53018
220-452-1342 F-402-552-4128 Fax 220-452-1259
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EXHIBIT B