

FILED NO. **5410**

BOOK **62** PAGE **539**

98 JUN 23 PM 3: 59

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER ☒
RECORDED ☒
COMPARED ☒

Mark Nitchals, 101 E. Jefferson Winterset IA 50273 (515) 462-1422

CERTIFICATION OF CITY OF WINTERSET
COVERING UTILITY EASEMENTS

REC **30**⁰⁰
AUD \$ **100**
R.M.F. \$ **100**

The undersigned, being the duly appointed and acting City Clerk/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 the City Clerk of the City of Winterset:

1. Utility Easement between the City of Winterset and Woodlink, Ltd. granting to the City of Winterset an easement.
3. Utility Easement between the City of Winterset and the Winterset Incentive Network, Inc. granting to the City of Winterset an easement.

Dated this 23rd day of June, 1998 at Winterset, Iowa.



Mark Nitchals
Mark Nitchals
City Administrator
City of Winterset, Iowa

UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Winterset Incentive Network, 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 City of Winterset, Iowa, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove municipal sanitary sewer including the line with equipment and accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of these utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

West 15 feet of the North 50 feet of Lot 5 of the Bellamy Addition to the City of Winterset, Iowa, Plat No. 2

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 have reasonable access to this property from Grantor's adjoining lands.

In consideration of such grant, the Grantee will restore the surface of the above described real estate disturbed by the construction of the utility or any repair thereof and will either repair or pay for any damage which may be caused to crops, fences

or other property of the Grantor by the construction, operation, maintenance, inspection, patrolling or removal or replacement of the utility.

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.

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 18th day of May, 1998.

Grantor:
WINTERSET INCENTIVE NETWORK, INC.

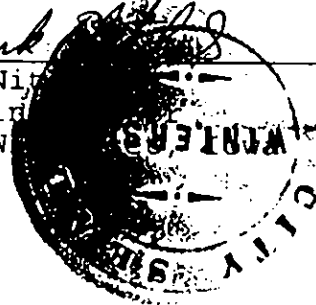
By James W. Mease
James W. Mease, President

By Jerrold B. Oliver
Jerrold B. Oliver, Secretary

Grantee:
CITY OF WINTERSET, IOWA

By Jerry L. Schwertfeger
Jerry L. Schwertfeger, Mayor

By Mark J. Nitchals
Mark J. Nitchals
City Administrator
City of Winterset



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 22nd day of June, 1998, before me, 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 18th day of May, 1998; 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.

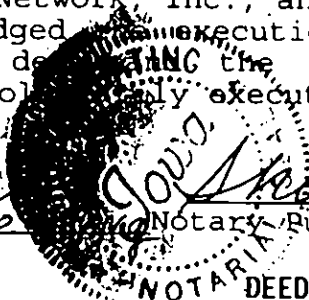


Cindy M. Bush
Notary Public

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 13 day of May, 1998, before me, a Notary Public in and for said County and State, personally appeared James W. Mease and Jerrold B. Oliver, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Winterset Incentive Network, Inc., and, that James W. Mease and Jerrold B. Oliver, 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.

Shirley K. Keating
Notary Public in and for said State



DEED RECORD 62

UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Woodlink, Ltd., 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 City of Winterset, Iowa, hereafter called the Grantee, the perpetual right and easement to construct, install, repair, maintain, operate, inspect, patrol and remove municipal sanitary sewer including the line with equipment and accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of these utilities over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

West 13 feet of Lot 1 of the Replat of Lot 4 of the Bellamy Addition to the City of Winterset, Iowa, Plat No. 2

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, located on the above described easement property 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 have reasonable access to this property from Grantor's adjoining lands. The Grantee shall further have the right to install the sewer line under the concrete driveway access to the Grantor's premises provided such installation does not disrupt the right of access to the Grantor's premises during the sewer installation and the subsequent replacement of the concrete driveway affected for more than twenty-four (24) hours on each occasion.

In consideration of such grant, the Grantee will restore the surface of the above described real estate disturbed by the construction of the utility or any repair thereof and will either repair to the same or equal condition prior to the construction or pay for any damage which may be caused to crops, fences or other property of the Grantor by the construction, operation, maintenance, inspection, patrolling or removal or replacement of the utility.

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.

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 22 day of JUNE, 1998.

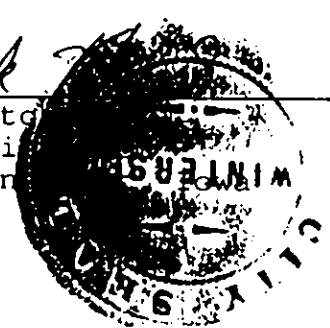
Grantor: WOODLINK, LTD.

Grantee: CITY OF WINTERSET,
IOWA

By [Signature]
James Link Nylan, President

By [Signature]
Jerry L. Schwertfeger, Mayor

By [Signature]
Mark J. Nitchals
City Administrator
City of Winterset



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 22nd day of June, 1998, before me, Cindy M. 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 18th day of May, 1998; 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.



[Signature]
Notary Public

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 22nd day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared James Link Nylen to me personally known, who, being by me duly sworn, did say that he is the President of Woodlink, Ltd., and that he 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.



Cindy M. Bush
Notary Public in and for said State

c:\wp\wint\Sewer-wleas