

FILED NO. **1093**

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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

REC: **25** **12**

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CERTIFICATION OF CITY OF WINTERSET
COVERING UTILITY EASEMENTS

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 the Winterset Cemetery Improvement Association granting to the City of Winterset an easement.
2. Utility Easement between the City of Winterset and Roger C. & Cheryl A. Weltha granting to the City of Winterset an easement.

Dated this 2nd day of September, 1998 at Winterset, Iowa.



Mark Nitchals
Mark Nitchals
City Administrator
City of Winterset, Iowa

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

UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Roger C. & Cheryl A. Weltha, 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 temporary and perpetual right and easement, as indicated, 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:

A 10 foot wide permanent easement, and a 50 foot wide temporary construction easement, the centerline of which being described as commencing at a point 73.6 feet East of the Southwest corner of Outlot 11 of Laughridge and Cassidy's Addition to the City of Winterset, Madison County, Iowa; thence South 19°43'37" East, 200.91 feet; thence South 41°19'29" East, 365.56 feet; thence South 44°44'05" East, 275.35 feet; thence South 35°22'36" East, 317.55 feet; thence South 17°49'13" West, 73.23 feet to the southerly terminus at existing sanitary sewer manhole number 553.

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.

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 7 day of August, 1998.

Grantor:

Grantee:

By Roger C. Weltha
Roger C. Weltha

By Jerry Schwertfeger
Jerry Schwertfeger, Mayor

By Cheryl A. Weltha
Cheryl A. Weltha

By Mark Nitchals
Mark Nitchals
City Administrator
City of Winterset Iowa

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 2nd day of Sept., 1998, before me, a Notary Public in and for said County and State, personally appeared Jerry Schwertfeger 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 20th day of July, 1998; and, that Mark Nitchals and Jerry 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 7th day of August, 1998, before me, a Notary Public in and for said County and State, personally appeared Roger C. & Cheryl A. Weltha, to me known to be the persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Cindy M. Bush
Notary Public

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

UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Winterset Cemetery Improvement Association, 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 temporary and perpetual right and easement, as indicated, 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:

A 20 foot wide permanent easement, and a 50 foot wide temporary construction easement, the centerline of which is described as follows: Entering the property at a point 12.4 feet West of the Northeast corner of Lot Nine (9) of Outlots East in the City of Winterset, Iowa, thence South 14°15' East 300 feet, thence South 22°24' East 54.6 feet to a point on the South line of Outlot Eleven (11) of Laughridge & Cassiday's Addition to the City of Winterset, Iowa, said point being 73.6 feet East of the Southwest corner of said Outlot Eleven (11).

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 14th day of July, 1998.

Grantor:

By Doyle E. Frank
President, Winterset Cemetery
Improvement Association

By Kimberly A. Townsend
Secretary, Winterset Cemetery
Improvement Association

Grantee:

By Jerry Schwertfeger
Mayor
City of Winterset, Iowa

By Mark Nitchals
Mark Nitchals, City Administrator
City of Winterset, Iowa

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 2nd day of September, 1998, before me, a Notary Public in and for said County and State, personally appeared Jerry Schwertfeger 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 20th day of July, 1998; and, that Mark Nitchals and Jerry 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 14th day of July, 1998, before me, a Notary Public in and for said County and State, personally appeared Doyle E. Frank and Kimberly A. Townsend, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Winterset Cemetery Improvement Association, and that Doyle E. Frank and Kimberly A. Townsend, acknowledge the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Leonard M. Flander
Notary Public