

Prepared by: Robert L. Stuyvesant	P.O. Box 517, Carlisle, IA 50047	515/989-3263
Name	Address	Phone
When Recorded Return to: City of Knoxville	305 S. Third St., Knoxville, IA 50138	641/828-0550
Name	Address	Phone

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF KNOXVILLE, IOWA, a municipal corporation (hereinafter called "City"), a temporary construction easement over, on, through, across and within the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area"), for the purpose of the City using said real estate, as described, during the construction of the improvements over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

- ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City during the City's use of said Temporary Easement.
- CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City during the City's use of said Temporary Easement. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including, but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **APPROVAL BY THE CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 4 day of November, 2019.

WEILER, INC.

By: *Patrick Weiler*

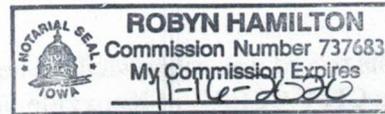
Name: _____

Title: _____

STATE OF IOWA)
 }ss
COUNTY OF MARION)

This record was acknowledged before me on November 4, 2019, by
Patrick Weiler as MANAGER of Weiler, Inc.

Robyn Hamilton
Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss
COUNTY OF MARION)

I, _____, City Clerk of the City of Knoxville, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Knoxville by Resolution No. _____, passed on the ____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2019

City Clerk of Knoxville, Iowa

This record was acknowledged before me on _____, 2019, by Tricia Kincaid as CITY CLERK of Knoxville, Iowa.

Notary Public in and for the State of Iowa

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENTS FOR PARCEL NO. 5

MARION COUNTY

PROJECT NO. NHSN-014-3(52)--2R-63

THE TEMPORARY EASEMENT GRANTED FOR CONSTRUCTION IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 4, KNOXVILLE INDUSTRIAL PARK, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°39'27" EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 503.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°39'27" EAST, 68.38 FEET; THENCE SOUTH 03°32'10" EAST, 205.13 FEET; THENCE SOUTH 00° 54' 52" EAST, 361.51 FEET; THENCE SOUTH 62°59'22" EAST, 39.42 FEET; THENCE SOUTH 89°55'39" EAST, 28.83 FEET; THENCE SOUTH 00°04'21" WEST, 5.00 FEET; THENCE NORTH 89°55'39" WEST, 30.03 FEET; THENCE NORTH 62°59'22" WEST, 43.63 FEET; THENCE NORTH 00°54'53" WEST, 364.47 FEET; THENCE NORTH 03°32'10" WEST, 136.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,025 S.F.).

NOTE: THE WEST LINE OF SAID LOT 4 OF KNOXVILLE INDUSTRIAL PARK IS ASSUMED TO BEAR NORTH 00°39'27" EAST.

THE TEMPORARY EASEMENT GRANTED FOR CONSTRUCTION IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 4, KNOXVILLE DISTRICT, PARCELS 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Prepared by: Robert L. Stuyvesant	P.O. Box 517, Carlisle, IA 50047	515/989-3263
Name	Address	Phone
When Recorded Return to:		
State of Iowa, Department of Transportation	800 Lincoln Way, Ames, IA 50010	515/239-1101
Name	Address	Phone

HIGHWAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the STATE OF IOWA, (hereinafter called "State"), maintaining a state highway over, on, through and across and within the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area"), for the purpose of the State using said real estate, as described, during the construction of the improvements over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

- ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the State, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the State.
- CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the State. The State shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The State shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including, but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The State may perform maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The State shall restore the Easement Area after exercising its rights hereunder, provided, however, that the State's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The State shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the State, its employees, agents or its representatives, the State shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the State's exercise of this Easement. Grantor agrees to indemnify and hold State, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the State, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY THE STATE COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the Iowa State Department of Transportation by Resolution which approval and acceptance shall be noted on this Easement.

Grantor does HEREBY COVENANT with the State that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 4 day of November, 2019.

WEILER, INC.

By: *Patrick Weiler*

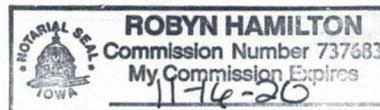
Name: _____

Title: _____

STATE OF IOWA)
 }ss
COUNTY OF MARION)

This record was acknowledged before me on November 4, 2019, by Patrick Weiler as _____ of Weiler, Inc.

Robyn Hamilton
Notary Public in and for the State of Iowa



ACCEPTANCE BY STATE

STATE OF IOWA)
)
) ss
COUNTY OF _____)

I, _____ of the State of Iowa
Department of Transportation, do hereby certify that the within and foregoing Easement was
duly approved and accepted by said State of Iowa Department of Transportation by and this
certificate is made pursuant to authority of the State of Iowa.

Signed this ____ day of _____, 2019

of the State of
Iowa Department of Transportation

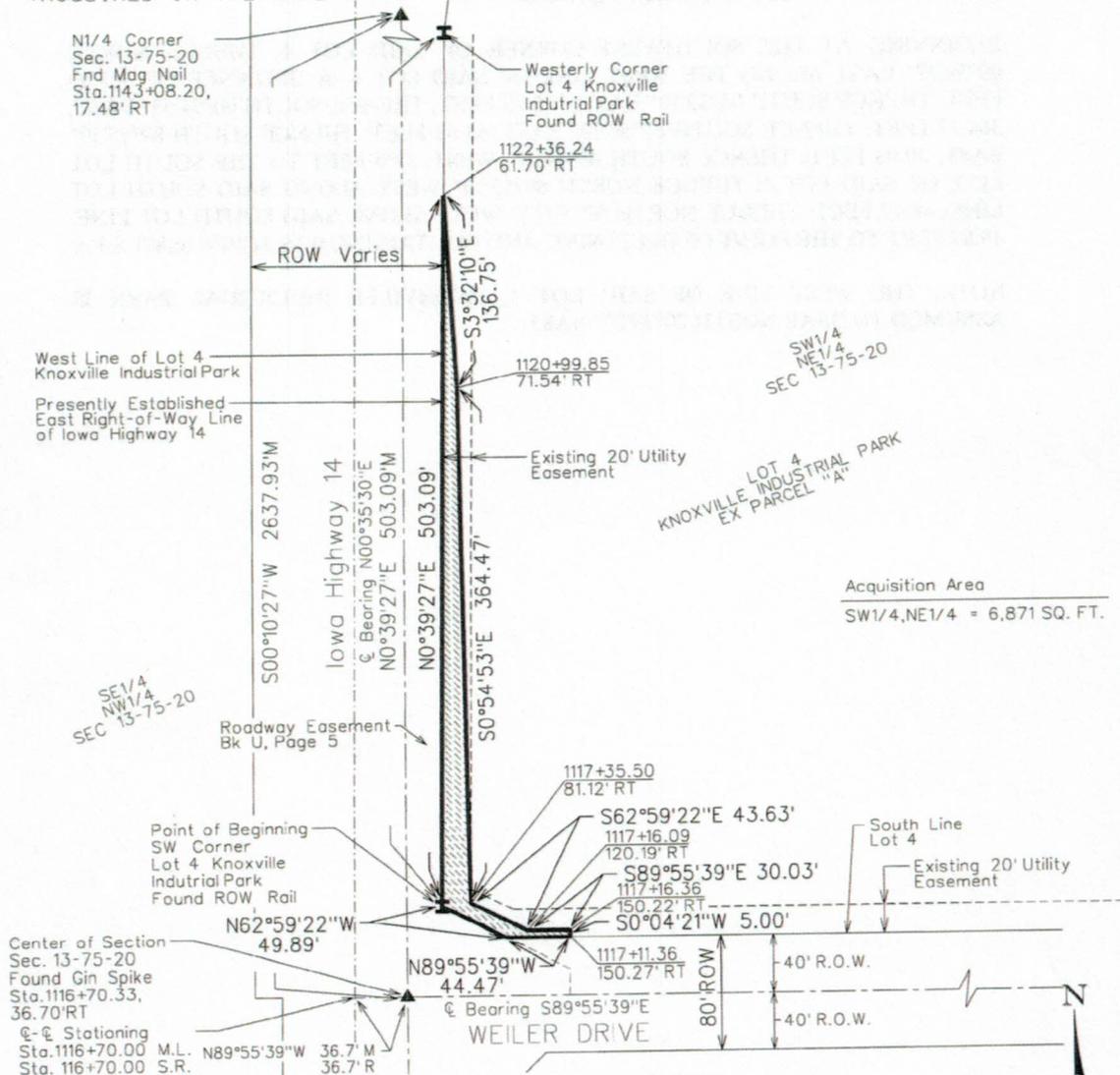
This record was acknowledged before me on _____, 2019, by
_____ as _____ of the State of Iowa Department of
Transportation.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

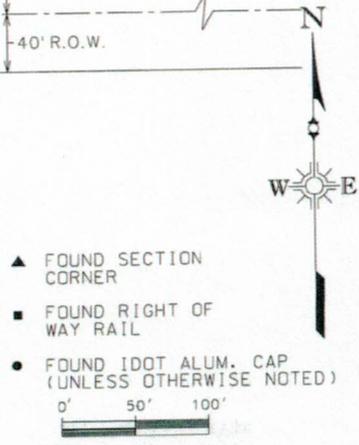
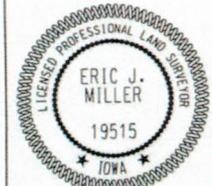
COUNTY MARION STATE CONTROL NO. _____
PROJECT NO. NHSN-014-3(52)--2R-63 PARCEL NO. 5
SECTION 13 TOWNSHIP 75 RANGE 20
ROW-FEE _____ AC. EASE 6,871 SQ FT EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM _____

*ACQUIRED IN THE NAME OF THE CITY OF KNOXVILLE, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Eric J Miller 10-28-19
ERIC MILLER DATE:
License number 19515
My License Renewal Date is December 31, 2020
Pages covered by this seal: _____
EXHIBIT "A" ONLY



DATE REVISED OCTOBER 28, 2019
DATE DRAWN SEPTEMBER 24, 2019 SCALE 1" = 100'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 5

MARION COUNTY

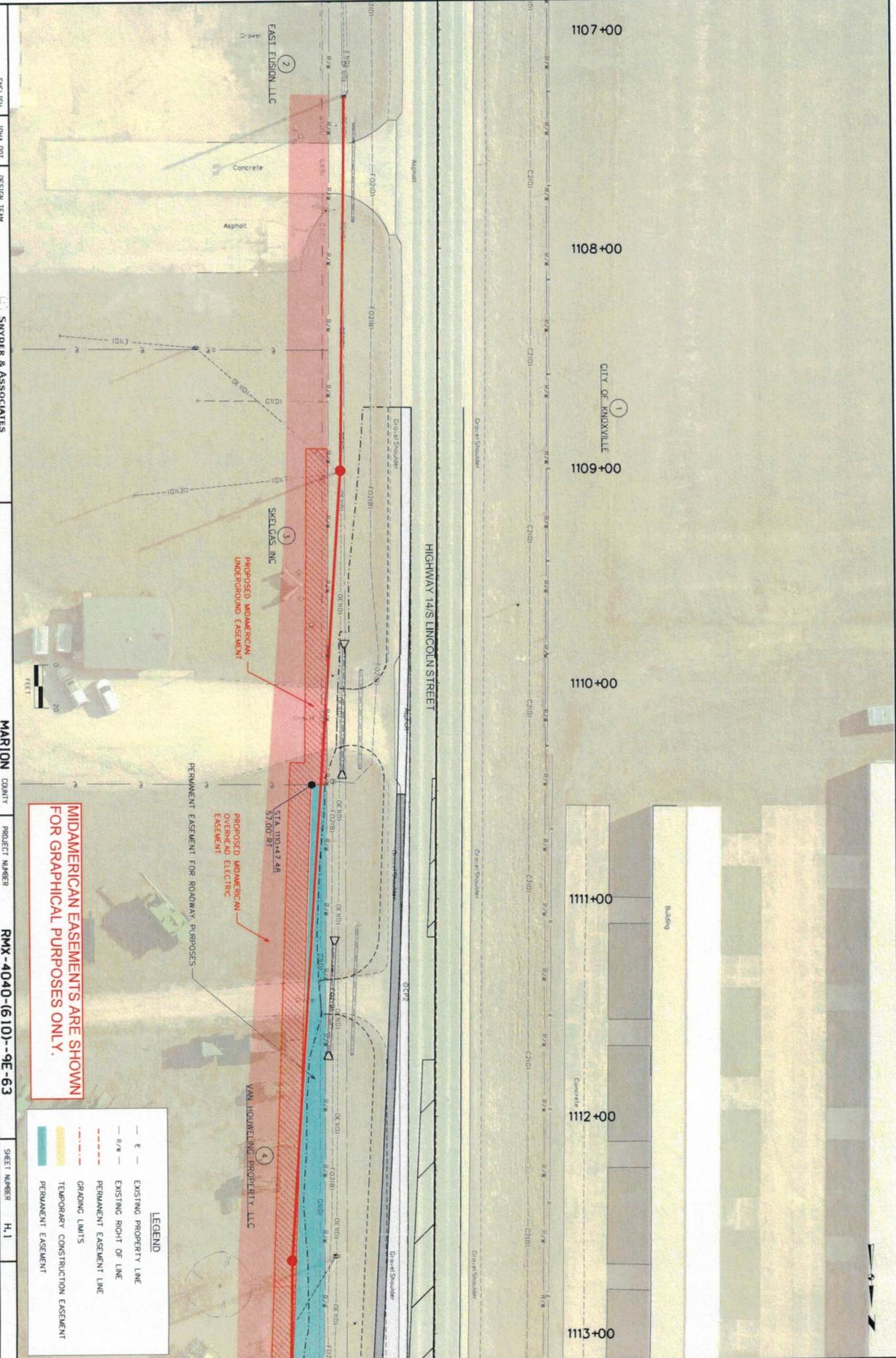
PROJECT NO. NHSN-014-3(52)--2R-63

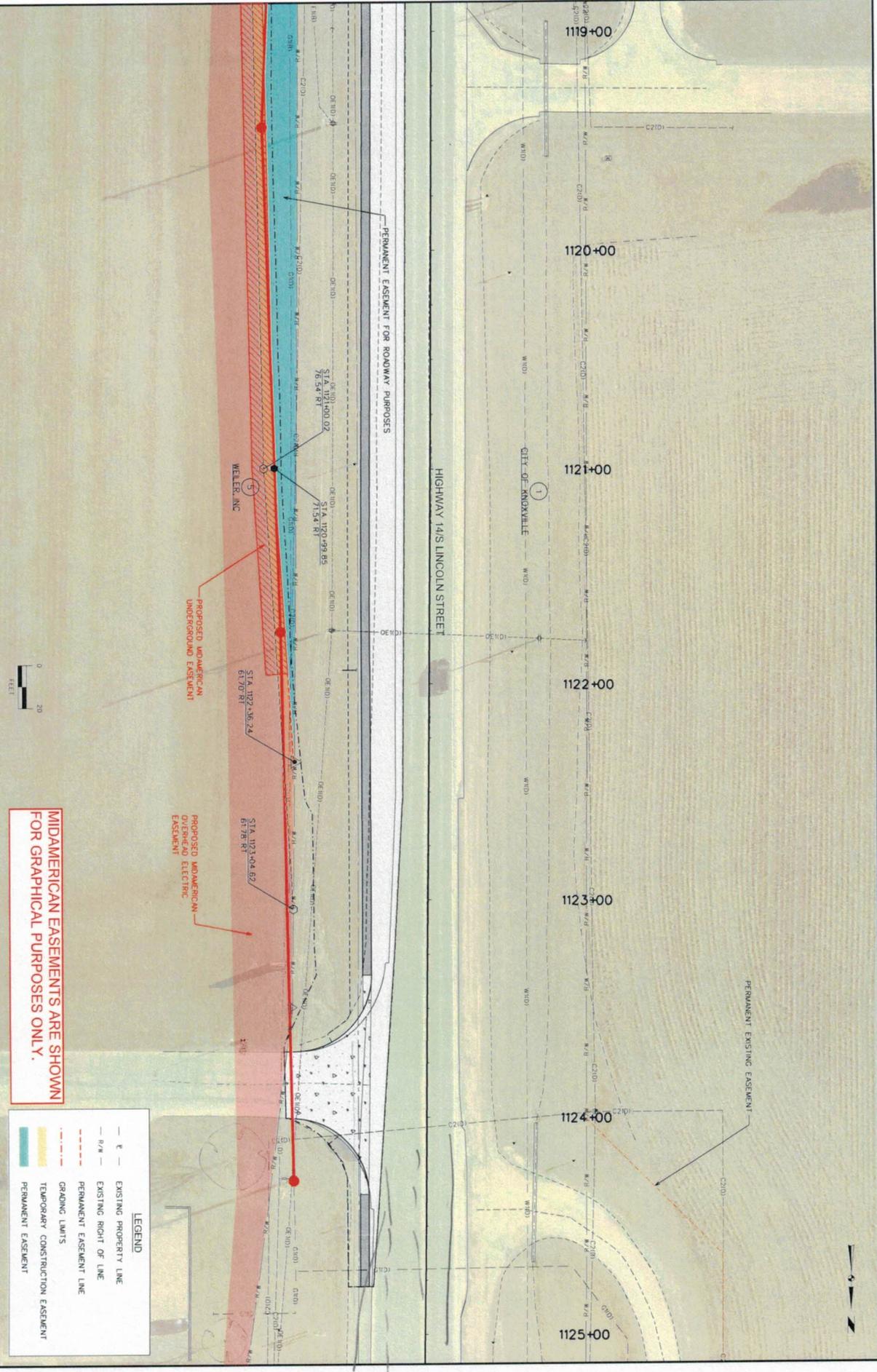
THE EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 4, KNOXVILLE INDUSTRIAL PARK, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH $00^{\circ}39'27''$ EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 503.09 FEET; THENCE SOUTH $03^{\circ}32'10''$ EAST, 136.75 FEET; THENCE SOUTH $00^{\circ}54'53''$ EAST, 364.47 FEET; THENCE SOUTH $62^{\circ}59'22''$ EAST, 43.63 FEET; THENCE SOUTH $89^{\circ}55'39''$ EAST, 30.03 FEET; THENCE SOUTH $00^{\circ}04'21''$ WEST, 5.00 FEET TO THE SOUTH LOT LINE OF SAID LOT 4; THENCE NORTH $89^{\circ}55'39''$ WEST ALONG SAID SOUTH LOT LINE, 44.47 FEET; THENCE NORTH $62^{\circ}59'22''$ WEST ALONG SAID SOUTH LOT LINE, 49.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (6,871 S.F.).

NOTE: THE WEST LINE OF SAID LOT 4, KNOXVILLE INDUSTRIAL PARK IS ASSUMED TO BEAR NORTH $00^{\circ}39'27''$ EAST.

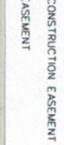




MIDAMERICAN EASEMENTS ARE SHOWN FOR GRAPHICAL PURPOSES ONLY.

LEGEND

	EXISTING PROPERTY LINE
	EXISTING RIGHT OF LINE
	PERMANENT EASEMENT LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT



PROPOSED MIDAMERICAN UNDERGROUND EASEMENT

PROPOSED MIDAMERICAN OVERHEAD ELECTRIC EASEMENT

WELER, INC

STA. 1122+56.24
61.70' RT

STA. 1123+04.62
61.78' RT

STA. 1123+99.85
76.54' RT

STA. 1124+00.02
76.54' RT

PERMANENT EASEMENT FOR ROADWAY PURPOSES

HIGHWAY 14/S LINCOLN STREET

CITY OF ANKOVILLE

1119+00

1120+00

1121+00

1122+00

1123+00

1124+00

1125+00

PERMANENT EXISTING EASEMENT

