

| | | |
|-----------------------------------|---------------------------------------|--------------|
| 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:

1. **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.

2. **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.

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. 4

MARION COUNTY

PROJECT NO. RMX-4040-(610)--9E-63

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

A PART OF LOT 5, REIMER SUBDIVISION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF MARION COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00°09'11" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 253.72 FEET; THENCE SOUTH 89°50'49" EAST, 18.36 FEET TO THE PRESENTLY ESTABLISHED EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY 14 AND THE POINT OF BEGINNING; THENCE SOUTH 89°24'30" EAST, 16.00 FEET; THENCE SOUTH 00°35'30" WEST, 38.74 FEET; THENCE NORTH 89°24'30" WEST, 16.00 FEET; THENCE NORTH 00°35'30" EAST, 38.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES.

AND

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00°09'11" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 90.38 FEET; THENCE SOUTH 89° 50' 49" EAST, 44.20 FEET TO THE PRESENTLY ESTABLISHED EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY 14 AND THE POINT OF BEGINNING; THENCE NORTH 45° 53' 21" EAST ALONG SAID PRESENTLY ESTABLISHED EAST RIGHT-OF-WAY LINE, 42.37 FEET; THENCE SOUTH 44° 06' 39" EAST, 10.00 FEET; THENCE SOUTH 45° 53' 21" WEST, 64.35 FEET; THENCE NORTH 00° 35' 30" EAST, 2.15 FEET; THENCE NORTH 23° 24' 02" EAST, 22.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES.

NOTE: THE WEST LINE OF SAID LOT 5 OF REIMER SUBDIVISION IS ASSUMED TO BEAR SOUTH 00°09'11" WEST.

MARION COUNTY

RMX-4040-(610)--9E-63

V:\Projects\2019\119.0468.01\Survey\PARCEL 4 TE.docx