

Prepared by and

return to: Robert L. Stuyvesant, Stuyvesant, Benton & Judisch, PO Box 517, Carlisle, IA 50047

PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Marion County Bank (hereinafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to be paid by the City of Knoxville, Iowa do hereby convey onto the City of Knoxville, Marion county, Iowa (hereinafter called "Grantee") a perpetual Easement for the installation and maintenance of a traffic control device and appurtenances thereto, under, over, through and across the following described real estate:

See Attached Exhibit A

(hereinafter called '*Easement Area*') for the purpose of the Grantee constructing, reconstructing, repairing, enlarging and maintaining a traffic control device, together with necessary appurtenances thereto, under, over, through, and across said Easement Area.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure over or within the Easement Area.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area.
3. RIGHT OF ACCESS. The Grantee 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 as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. IRRIGATION SYSTEM. Grantee acknowledges that the Grantor has located on the property an irrigation system that runs through both the construction and the permanent easement area. The parties agree that the Grantor will move/relocate the irrigation system during the construction of the improvements related to this easement and will then return the irrigation system to a location that may be within the permanent easement area but that will be located in such an area that will not affect the traffic control device and appurtenance thereto installed by the Grantee. Any cost related to the movement of the irrigation system will be born by the

Grantee. The Grantee will not be responsible for any damages that may occur when the Grantor's agents are moving the irrigation system.

5. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

6. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful 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 22 day of January, 2020.

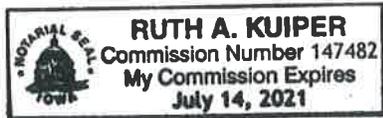
MARION COUNTY BANK, Grantor


Robert C. Wims, Market President

STATE OF IOWA)
) ss.
COUNTY OF MARION)

On this 22nd day of January, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Robert C. Wims, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed same as his voluntary act and deed.


Notary Public in and for said State
Ruth A Kuiper



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF MARION

I, Tricia Kincaid, 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 _____, 2020, thereby binding the City of Knoxville, Iowa to perform the obligations set forth in the foregoing Easement and this certificate is made pursuant to authority contained in said Resolution.

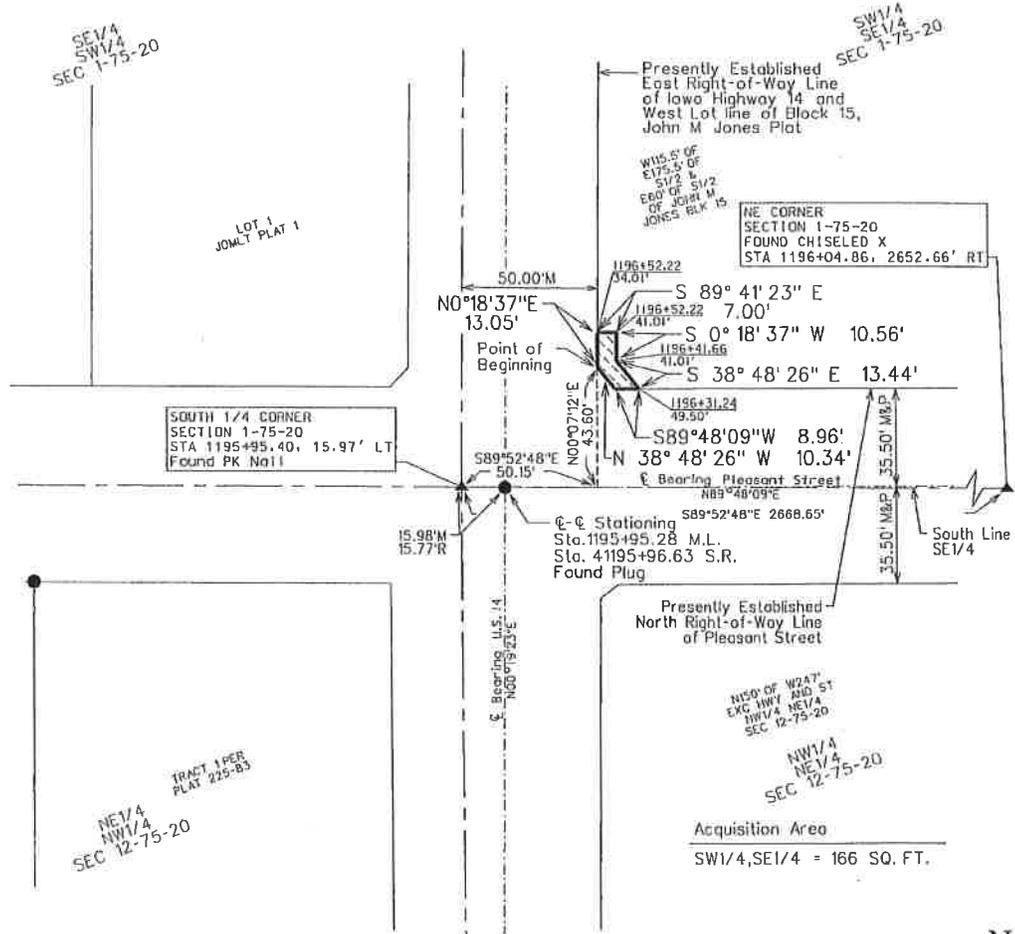
Signed this ____ day of _____, 2020.

Tricia Kincaid
City Clerk of Knoxville, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY MARION STATE CONTROL NO. _____
PROJECT NO. NHSN-014-3(52)-2R-63 PARCEL NO. 10
SECTION 1 TOWNSHIP 75 RANGE 20
ROW-FEE _____, EASE 166 S.F. 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 1-13-20
 ERIC MILLER DATE:
 License number 19515
 My License Renewal Date is December 31, 2020
 Pages covered by this seal: _____
EXHIBIT "A" ONLY

- P Platted
 - M Measured
 - R Record
 - ▲ FOUND SECTION CORNER
 - FOUND RIGHT OF WAY RAIL
 - FOUND 1DOT ALUM. CAP (UNLESS OTHERWISE NOTED)
- 0' 25' 50'



DATE REVISED JANUARY 13, 2020
 DATE DRAWN OCTOBER 3, 2019 SCALE 1" = 50'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 10

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 THE SOUTH 1/2 OF BLOCK 15, JOHN M. JONES ADDITION TO THE CITY OF KNOXVILLE, IOWA, 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 PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 20 WEST OF THE 5TH P.M.; THENCE SOUTH 89°52'48" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 50.15 FEET; THENCE NORTH 00°07'12" EAST, 43.60 FEET TO THE PRESENTLY ESTABLISHED EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY 14 AND THE POINT OF BEGINNING; THENCE NORTH 00°18'37" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 13.05 FEET; THENCE SOUTH 89°41'23" EAST, 7.00 FEET; THENCE SOUTH 00°18'37" WEST, 10.56 FEET; THENCE SOUTH 38°48'26" EAST, 13.44 FEET TO THE PRESENTLY ESTABLISHED NORTH RIGHT-OF-WAY LINE OF PLEASANT STREET; THENCE SOUTH 89°48'09" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 8.96 FEET TO SAID PRESENTLY ESTABLISHED EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY 14; THENCE NORTH 38°48'26" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 10.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 166 S.F.

NOTE: THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1 IS ASSUMED TO BEAR SOUTH 89°52'48" EAST.

MARION COUNTY

NHSN-014-3(52)--2R-63

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