



Document 1322

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SHIRLEY WANDLING, RECORDER
HENRY COUNTY IOWA

Return to & Prepared by: Warner Engineering Associates, Inc.: 102 S. Saunders, Mount Pleasant, Ia. 319-385-4180

James Warner

SIDEWALK & ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and Other Good and Valuable Consideration which includes the construction of sidewalk located on or adjacent to the property affected by this easement, paid to the United States Postal Service, Nancy Harney, Postmaster, hereinafter referred to as GRANTOR, by the City of New London, Iowa, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR do hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, an easement for the use of the GRANTEE, its Contractor(s), employees, Engineer, and others involved in the replacement of sidewalk; and to the public for pedestrian or bicycle traffic on S. Walnut Street in New London, Iowa. Said easement is to be located on the land of the GRANTOR situated in Henry Co., Iowa, as shown in Book 2005 at Page 0032 of record; the easement being more specifically described as follows:

The West 5 feet of the West 120 feet of the South 120 feet of Out Lot Three (3) of the Town of New London, Iowa, except the North 10 feet thereof; plus an additional 5 feet of temporary construction easement adjacent to the easement described above.

The grant and other provisions of this easement shall constitute a covenant and easement running with the land for the benefit of the GRANTEE, its successors and assigns.

The GRANTOR does hereby covenant with the GRANTEE, that it holds title to said real estate in fee simple: that it has good, right, and lawful authority to grant this easement; and the GRANTOR covenant to warrant and defend said premises against the lawful claims of all persons whomsoever.

GRANTEE shall be solely responsible for the cost of returning the GRANTOR'S property to its original condition; and for any loss or damage to GRANTOR'S property occasioned by the GRANTEE'S exercise of its rights under this easement.

It is expressly understood herein that the GRANTEE shall have the right to remove and install sidewalk and adjacent portions of driveways where necessary, excavate, backfill, re-seed, and perform all work generally associated with a sidewalk project, to remove at any time any obstruction which may interfere with use of the easement, and to take such other action as required for the full use of the rights granted herein.

This agreement does not contemplate any other use of the property than its use to perform the construction of the sidewalk and the public use of the sidewalk as allowed by law.

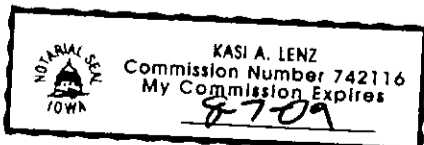
The temporary construction easement shall terminate when the sidewalk construction and associated work is completed and accepted by the City Council.

IN WITNESS WHEREOF, the GRANTOR have executed this instrument this 14th day of May, 2008.

Nancy Harney
United States Postal Service
Nancy Harney, Postmaster, Grantor

STATE OF IOWA
HENRY COUNTY, ss:

On this 14th day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Harney, Postmaster for the United States Postal Service to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged the he/she executed the same as his/her voluntary act and deed.



Kasi A. Lenz
Notary Public in and for State of Iowa
Kasi A. Lenz