

FILED NO. 10 0512
BOOK 10-A PAGE 515
DATE 5-27-2010 TIME 3:36 pm
FEE \$ 24.00
JULIE PHILLIPS
RECORDER
IDA COUNTY, IOWA

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by Snyder & Associates, Inc. 1800 W 22nd Street, Suite 200, Atlantic, IA 5 0022 (Phone 712-243-6505)

Return to: Snyder & Associates, Inc. 1800 W 22nd Street, Suite 200, Atlantic, IA 5 0022 (Phone 712-243-6505)

**CITY OF IDA GROVE
PERMANENT EASEMENT AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER**

KNOW ALL PERSONS BY THESE PRESENTS:

That **GODBERSEN, L.L.C.**, Grantor, (hereinafter called "Property Owner") in consideration of the sum of \$1.00, and other good and valuable consideration to be paid by the City of Ida Grove, Iowa, upon approval and acceptance of this permanent easement for constructing, reconstructing, repairing, enlarging and maintaining sanitary sewer, together with necessary appurtenances thereto, as part of the 2009 Water and Sanitary Sewer Extension project; S & A Project # 109.0477.09, do hereby convey unto the **City of Ida Grove, Iowa**, a municipal corporation, Grantee, (hereinafter called the "City") the following permanent easement on land described as follows:

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN THE SW ¼ OF THE NE ¼ OF SECTION 23, TOWNSHIP 87N, RANGE 40W OF THE FIFTH PRINCIPAL MERIDIAN, IDA COUNTY, IOWA, BEING 20 FEET IN TOTAL WIDTH, 10 FEET ON EACH SIDE OF CENTERLINE (SEE EXHIBIT A). SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF LOT 7, BLOCK 2, VON DOHREN AND SMITH'S ADDITION TO THE CITY OF IDA GROVE; THENCE N 88°33'41"W ALONG THE SOUTH LOT LINE OF SAID LOT 7, 154.26 FEET; THENCE S0°10'45"E, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S0°10'45"E, 603.91 FEET; THENCE N89°49'15"E, 230.06 FEET TO THE WEST PROPERTY LINE OF A TRACT OF LAND AS DESCRIBED IN A PLAT OF SURVEY RECORDED IN BOOK 7 PAGE 39. SAID EASEMENT CONTAINS 0.38 ACRES MORE OR LESS.

City shall have the permanent easement right of access, on, over, under, through and across the Permanent Easement Area for the purpose of constructing, reconstructing, repairing, enlarging and maintaining said sanitary sewer mains, together with necessary appurtenances thereto, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on or within the Permanent Easement Area. The City shall not use any portion of the Property Owner's other property for access to the Permanent Easement Area without prior written notice to the Property Owner.

I. Possession

Possession of the permanent easement area is the essence of this agreement. Property Owner hereby grants to the City the immediate right to enter the above described property.

II. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, nor change the grade of the Permanent Easement Area without obtaining the prior written consent of the City.

III. Title

Property Owner does hereby covenant with the City that Property Owner holds said real estate described in this easement by recorded contract; that Property Owner has good lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said real estate against the lawful claims of all persons whomsoever.

IV. Repairs

The City agrees that any drain tile, drive or access way, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to the Property Owner.

V. City's Liability

City will assume all liability for all damages to the above described property caused by the City's failure to use due care in its exercise of the rights granted.

VI. Indemnification

City shall defend, indemnify and hold the Property Owner harmless from all claims, demands for damages, causes of action and costs including reasonable attorney's fees, asserted against or incurred by the Property Owner arising from or related to the City's use of the Permanent Easement Area by City.

VII. Easement Runs With The Land

This permanent easement shall be deemed to run with the land and shall be binding on the Property Owner and on the successors and assigns of the Property Owner.

VIII. Five Year Right To Renegotiate

City hereby gives notice of the five-year right of the Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Declaration of Value Not Required

This Permanent Easement is being acquired for public purposes through an exercise of the power of Eminent Domain and this transfer is exempt from the requirement for the filing of a Declaration of Value by SS 428.1 of the Code of Iowa.

X. Groundwater Hazard Explanation Sheet

Property Owner states and warrants that there is no known wells, solid waste disposal sites, hazardous substances, underground storage tanks, burial sites or any other similar hazardous conditions adversely affecting the environment on the premises described and sought herein.

XII. Words and Phrases

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

XIII. Entire Agreement

This writing consisting of three (3) pages and attachments, constitutes the entire agreement between the City and the Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XIV. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ida Grove, Iowa, by Resolution.

Signed the 27th day of May, 2010.

CITY OF IDA GROVE, IOWA

By: *Dennis Ernst*
Dennis Ernst, Mayor

Attest: *Edie Ann Ball*
Edie Ball, City Clerk

STATE OF IOWA)
IDA COUNTY)) SS.

On this 27th day of May, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared Dennis Ernst and Edie Ball, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ida Grove, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2010-6 Adopted by the City Council on the 17th day of May, 2010, and that Dennis Ernst and Edie Ball acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Karen L. Gunderson
Notary Public in and for Ida County, Iowa



Signed the 20th day of April, 2010.

PROPERTY OWNER: GODBERSEN, L.L.C.

By: *Bruce Godbersen, Agent*

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On this 20 day of April, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared *Bruce Godbersen* and _____ to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

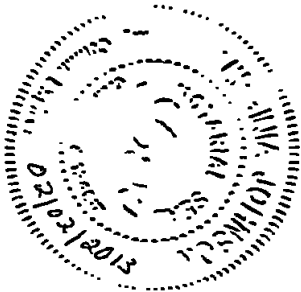
CAPACITY CLAIMED BY SIGNER:

- ____ INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s):
Agents
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- ____ PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S).
- ____ ADMINISTRATOR(S).
- ____ or TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ or CONSERVATOR(S)
- ____ OTHER: _____

(NOTARY SEAL) _____

(Sign in ink) *Virginia Johnson*
(Print/type name) Virginia Johnson

Notary Public in and for the State of Iowa



PREPARED BY: DAVID E. STURM, SNYDER & ASSOCIATES, INC., 1800 WEST 22ND ST. SUITE 200, ATLANTIC, IA 50022 (712)243-6505

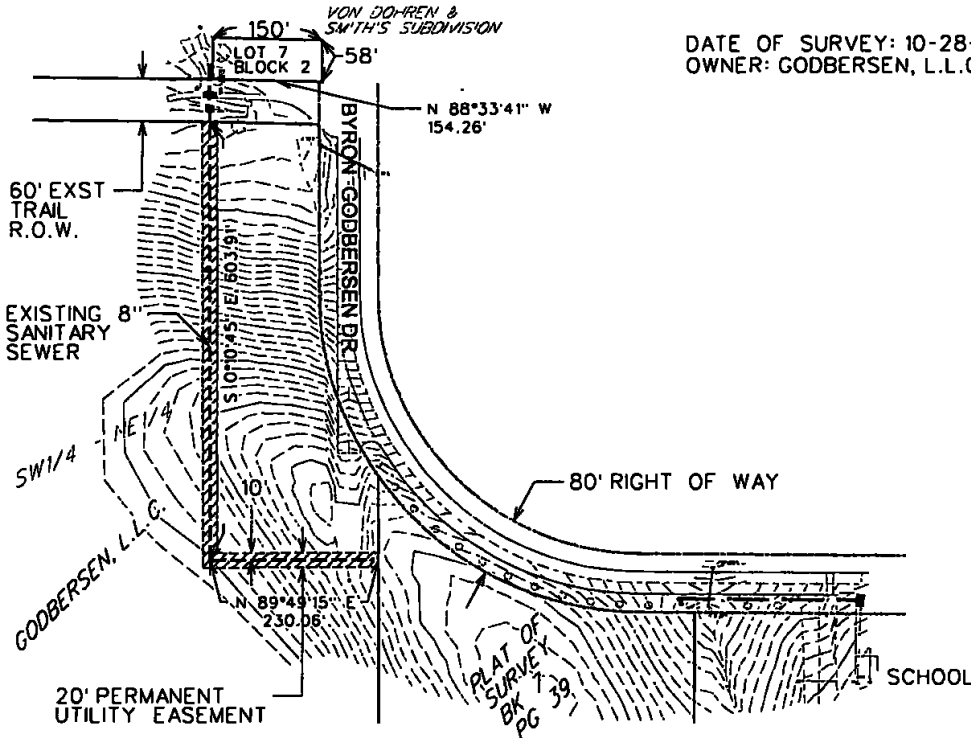
RETURN TO: DAVID E. STURM, SNYDER & ASSOCIATES, INC., 1800 WEST 22ND ST. SUITE 200, ATLANTIC, IA 50022 (712)243-6505

EASEMENT EXHIBIT "A"

PERMANENT UTILITY EASEMENT DESCRIPTION:

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 87N, RANGE 40W OF THE FIFTH PRINCIPAL MERIDIAN, IDA COUNTY, IOWA, BEING 20 FEET IN TOTAL WIDTH, 10 FEET ON EACH SIDE OF CENTERLINE. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF LOT 7, BLOCK 2, VON DOHREN AND SMITH'S ADDITION TO THE CITY OF IDA GROVE; THENCE N88°33'41"W ALONG THE SOUTH LOT LINE OF SAID LOT 7, 154.26 FEET; THENCE S0°10'45"E, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S0°10'45"E, 603.91 FEET; THENCE N89°49'15"E, 230.06 TO A POINT ON THE WEST PROPERTY LINE OF A TRACT OF LAND AS DESCRIBED IN A PLAT OF SURVEY RECORDED IN BOOK 7, PAGE 39. SAID EASEMENT CONTAINS 0.38 ACRES MORE OR LESS.



LEGEND

Survey

Section Corner
1/2" Rebar, Orange Cap # 12534
(Unless Otherwise Noted)

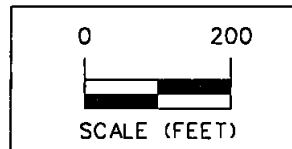
Centerline
Section Line
Easement Line

Found

▲
●

Set

△
○



EASEMENT EXHIBIT "A"

PERMANENT SANITARY SEWER EASEMENT



SNYDER & ASSOCIATES
Engineers and Planners

1800 WEST 22ND STREET - SUITE 200
ATLANTIC, IA 50022 (712) 243-6505

SHEET 1 OF 1

PN: 1080477

FN: A-

DATE: 02/24/10

TECH: KJH