

433

INST # 016001
RECORDING FEE 20.00
AUDITOR FEE _____
RMA FEE 1.00 ECOM 1.00

COMPARED

FILED FOR RECORD
POTTAWATTAMIE CO. IA

2006 FEB 10 PM 12: 27

JOHN SCIORTINO
RECORDER

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

Prepared by: The City of Neola, Pottawattamie County, Iowa 51559 (Phone: 712-485-2307)
Return to: City of Neola, P. O. Box 67, Neola, Iowa 51559-0067

**CITY OF NEOLA
PERMANENT EASEMENT AGREEMENT
FOR CONSTRUCTION OF A CITY BRIDGE**

KNOW ALL PERSONS BY THESE PRESENTS: That **Albert L. Ring and Verna L. Ring**, Grantor, (hereinafter called "Property Owners") in consideration of the sum of \$(Donated) to be paid by the City of Neola, Iowa, upon approval and acceptance of this permanent easement for the construction of a new City bridge along Pearl/Sycamore Street at approximately 6th Street by the Neola City Council, do hereby convey unto the **City of Neola, Iowa**, a municipal corporation, Grantee, (hereinafter called the "City") the following permanent easement for said bridge on the following described real estate:

A part of Outlot 5 in the Original Plat to the Town of Neola, lying East of Neola Creek in the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 24, Township 77 North, Range 42 West of the 5th P. M., Pottawattamie County, Iowa, described as follows:

Commencing at the South ¼ Corner of Section 24-77-42; thence N89°43'57"E, along the South line of the SW¼SE¼ of said Section 24, a distance of 310.82 feet; thence N0°16'03"W, 37.69 feet to the Point of Beginning; thence N3°12'36"W, along the existing centerline of Neola Creek, 46.24 feet; thence N4°32'59"W, along said centerline, 107.38 feet; thence N24°02'57"W, along said centerline 33.20 feet; thence N37°55'41"W, along said centerline, 87.69 feet; thence N50°44'32"W, along said centerline, 47.63 feet; thence N43°36'09"W, along said centerline, 73.11 feet; thence S76°11'26"E, 66.64 feet; thence S45°19'16"E, 147.71 feet; thence S32°25'26"E, 36.45 feet, thence S17°40'12"E, 154.85 feet; thence S61°50'42"W, along the North right-of-way of Pearl Street, 79.90 feet to the Point of Beginning. Containing 0.39 acres and subject to any and all Easements of Record.

SS-01

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 a City bridge 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 Owners other property for access to the Permanent Easement Area without prior written notice to the Property Owners.

I. Possession

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

II. Obstructions

Property Owners 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 Owners do hereby covenant with the City that Property Owners hold said real estate described in this easement by title in fee simple; that Property Owners have good lawful authority to convey the same; and said Property Owners covenant 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 Owners.

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 Property Owners harmless from all claims, demands for damages, causes of action and costs including reasonable attorney's fees, asserted against or incurred by Property Owners 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 Property Owners and on the successors and assigns of Property Owners.

VIII. Five Year Right To Renegotiate

City hereby gives notice of the five-year right of the Property Owners 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 Owners states and warrants that there is no known wells, solid waste disposal site, hazardous substances, underground storage tanks, burial sites or any other similar hazardous conditions adversely affecting the environment on the premises described and sought herein.

XI. 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.

XII. Entire Agreement

This document constitutes the entire agreement between the City and the Property Owners, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XIII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Neola, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 29 day of June, 2005.

CITY OF NEOLA, IOWA

By: Donald E. Fischer Attest: Mary E. Meyerring
Donald E. Fischer, Mayor Mary E. Meyerring, City Clerk

STATE OF IOWA)
) SS:
POTTAWATTAMIE COUNTY)

On this 29th day of June, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Donald E. Fischer and Mary E. Meyerring, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the City of Neola, 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. 18-05 Adopted by the City Council on the 11th day of July, 2005 and that Donald E. Fischer and Mary E. Meyerring acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Deborah A. Schierbrock
Notary Public in and for Pottawattamie County, Iowa

PROPERTY OWNERS

By: Albert L. Ring
Albert L. Ring

By: Verna L. Ring
Verna L. Ring

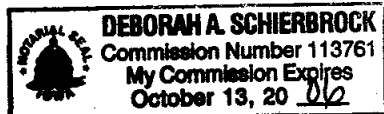
ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA) :
) SS:
COUNTY OF POTTAWATTAMIE) :

On this 29th day of June, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert L. Ring and Verna L. Ring, X 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): _____
- _____ 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) Deborah A. Schierbrock
(Print/type name) Deborah A. Schierbrock

Notary Public in and for the State of Iowa

ACQUISITION PLAT

0 60

SCALE (FEET)

OWNERS: ALBERT L. RING,
AND VERA L. RING

SURVEY REQ'D BY: TOWN OF NEOLA

SURVEY DATE: 7-30-2004

ACQUISITION AREA
0.39 ACRES

OUTLOT 5
SW 1/4 - SE 1/4
SEC 24-77-42

PROPOSED &
NEOLA CREEK

EXISTING
& NEOLA
CREEK

WEST LINE
SW 1/4-SE 1/4
SEC 24-77-42

POINT OF
BEGINNING

N0°24'28"W
33.00'

N89°43'57"E 310.82'

SYCAMORE STREET

SOUTH LINE
SEC 24-77-42

PEARL ST
(G20)

6TH ST

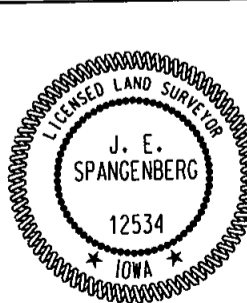
ACQUISITION DESCRIPTION: (PERMANENT EASEMENT)

A PART OF OUTLOT 5 IN THE ORIGINAL PLAT TO THE TOWN OF NEOLA, LYING EAST OF NEOLA CREEK IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 77 NORTH, RANGE 42 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SEC 24-77-42; THENCE N89°43'57"E, ALONG THE SOUTH LINE OF THE SW 1/4-SE 1/4 OF SAID SECTION 24, A DISTANCE OF 310.82 FEET; THENCE N0°16'03"W, 37.69 FEET TO THE POINT OF BEGINNING; THENCE N3°12'36"W, ALONG THE EXISTING CENTERLINE OF NEOLA CREEK, 46.24 FEET; THENCE N4°32'59"W, ALONG SAID CENTERLINE, 107.38 FEET; THENCE N24°02'57"W, ALONG SAID CENTERLINE, 33.20 FEET; THENCE N37°55'41"W, ALONG SAID CENTERLINE, 87.69 FEET; THENCE N50°44'32"W, ALONG SAID CENTERLINE, 47.63 FEET; THENCE N43°36'09"W, ALONG SAID CENTERLINE, 73.11 FEET; THENCE S76°11'26"E, 66.64 FEET; THENCE S45°19'16"E, 147.71 FEET; THENCE S32°25'26"E, 36.45 FEET; THENCE S17°40'12"E, 154.85 FEET; THENCE S61°50'42"W, ALONG THE NORTH RIGHT OF WAY OF PEARL STREET, 79.90 FEET TO THE POINT OF BEGINNING. CONTAINING 0.39 ACRES AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

Survey	Existing or Found	Proposed or Set
Section Corner	▲	△
Iron Monument	●	○
1/2" Rebar #12534	■	□
ROW Marker		(R)
Recorded Distance		(M)
Measured Distance		



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

J. E. Spangenberg 6-13-05
J. E. Spangenberg, PLS Date

License Number 12534

My License Renewal Date is December 31, 2006

Pages or sheets covered by this seal:

ACQUISITION PLAT

ALBERT L. RING AND VERA L. RING

NEOLA, IOWA



SNYDER & ASSOCIATES
Engineers and Planners

1800 WEST 22ND ST., STE. 200
ATLANTIC, IA 50022 (712) 243-6505

SHEET 1 OF 1

PN: 104.0092

FN:

DATE: 6/10/05

TECH: DVH