

FEE


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Kind: EASEMENT
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Fee Amt: \$27.00 Page 1 of 5
Johnson County Iowa
Kim Painter County Recorder
BK **5063** PG **354-358**



Prepared by and return to: Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, (319)351-2277.

**PUBLIC UTILITY EASEMENT
AND
INGRESS AND EGRESS EASEMENT**

THIS AGREEMENT, made and entered into by and between, **Applewood Condominium Homeowners Association**, hereinafter collectively referred to as "GRANTOR," and the **City of Coralville**, a municipal corporation, 1512 7th Street, P.O. Box 5127, Coralville, Iowa 52241-5127, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing water main improvements (the "Utility Installation") in the easement area described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "Silurian Wells #13 and #14 Phase II – Pumps, Controls and Water Main Project." (the "Project")
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the

CITY must leave and return the easement area in essentially the same condition as prior to construction.

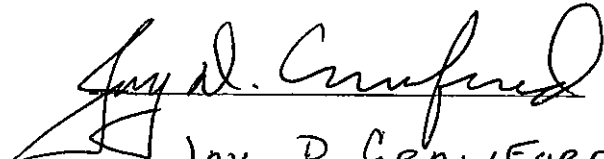
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.
6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual sanitary sewer easement.
9. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Utility Installation as shown on Exhibit "A". Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
10. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
11. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
12. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
13. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding

that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Perpetual Easement Area.

- 14. That this written Perpetual Public Utility Easement and Ingress and Egress Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

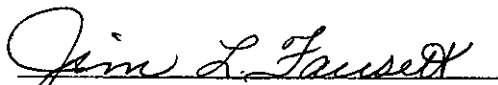
Dated this 7 day of March, 2013

GRANTOR: Appletwood Condominium
Homeowners Association



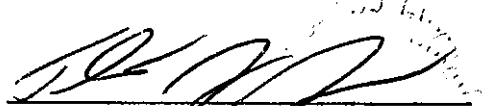
JAY D. CRAWFORD
Print name and title PRESIDENT

CITY OF CORALVILLE:



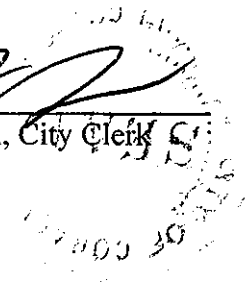
Jim L. Fausett, Mayor

ATTEST:



Thorsten J. Johnson, City Clerk

CORPORATE SEAL



STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this 7 day of March, 2013, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Jim L. Fausett and Thorsten J. Johnson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; 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 passed by Resolution of the City Council; and Jim L. Fausett and Thorsten J. Johnson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



A handwritten signature in black ink, appearing to read "Kevin Olson", written over a horizontal line.

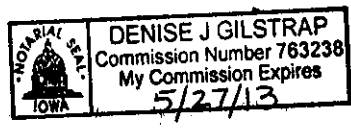
Notary Public in and for the State of Iowa
My Commission Expires: _____

STATE OF Iowa, COUNTY OF Johnson, ss:

On this 6th day of March, 2013, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared, Jay Crawford and [unclear] who are the President of the Applewood Home Owners Association and [unclear] respectively of the Grantor and executed this document as their voluntary act and deed.

A handwritten signature in black ink, appearing to read "Denise J. Gilstrap", written over a horizontal line.

Notary Public



INGRESS / EGRESS AND PUBLIC UTILITY EASEMENT FOR THE CITY OF CORALVILLE, IOWA

PRELIMINARY

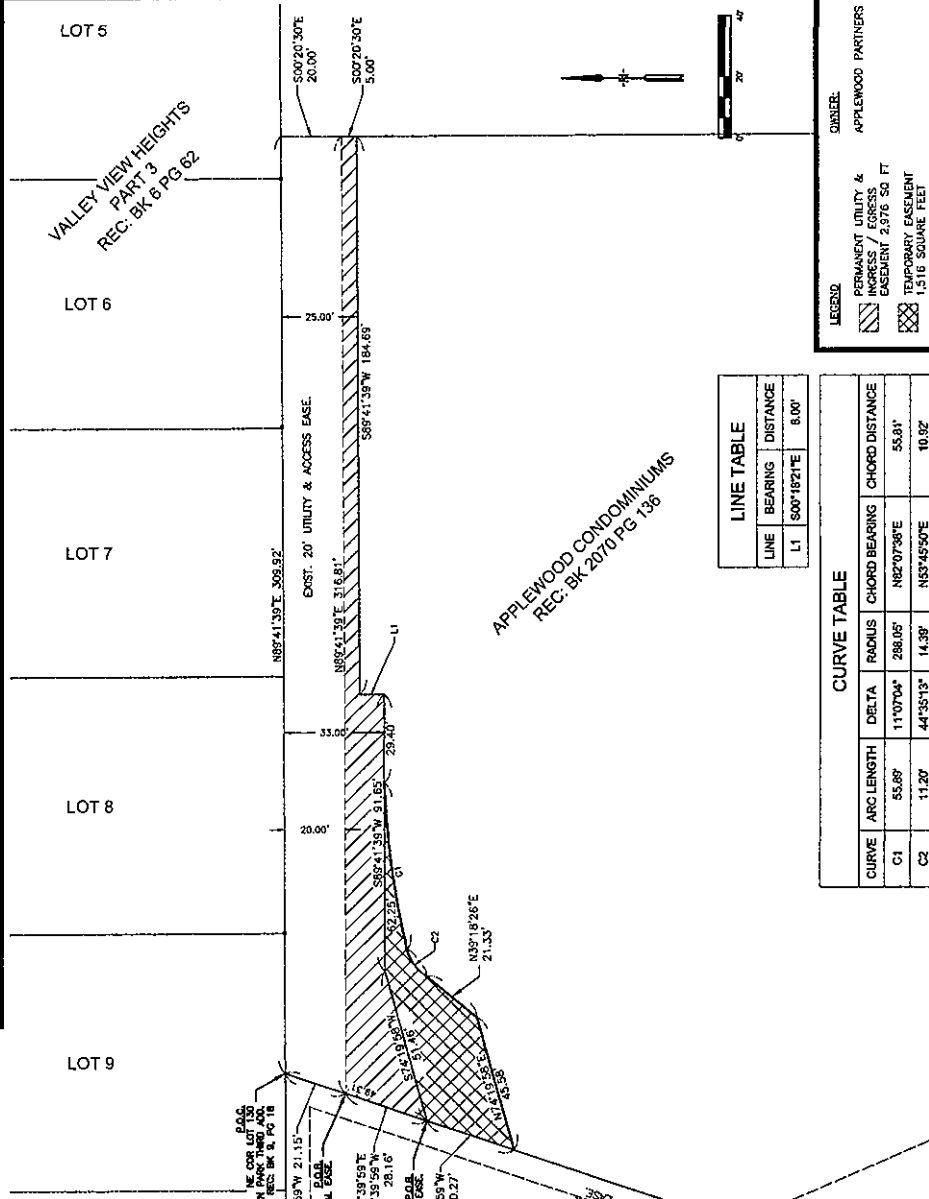
PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 456-1000

Permanent Easement Description
A permanent ingress / egress and public utility easement located in Applewood Condominiums in that part of the NE1/4 of Section 6, Township 79 North, Range 6 West of the 5th P.M., Johnson County, Iowa as described in Book 2070, Page 136 of the Johnson County Records.
Said permanent easement being more particularly described as:

Commencing at the Northeast Corner of Lot 130 of Lantern Park Third Addition as recorded in Plat Book 9, Page 18 of the Johnson County Records, said point labeled as P.O.C.; thence S18°39'59"W, 21.15 feet along the Westerly line of said Applewood Condominiums to the Point of Beginning, said point also being on the South line of an existing 20' Utility and Access Easement, said point labeled as P.O.B. Term: Easement; thence N89°41'39"E, 316.81 feet along the South line of said Utility and Access Easement to the Eastern line of said Applewood Condominiums; thence S00°20'30"E, 5.00 feet along said Eastern line; thence S89°41'39"W, 184.69 feet; thence S00°18'21"E, 8.00 feet; thence S89°41'39"W, 91.65 feet; thence S74°19'58"W, 51.46 feet to the Westerly line of said Applewood Condominiums; thence N18°39'59"E, 28.16 feet to the Point of Beginning. Said permanent easement contains 2,576 square feet.

Temporary Easement Description
A temporary construction easement located in Applewood Condominiums in that part of the NE1/4 of Section 6, Township 79 North, Range 6 West of the 5th P.M., Johnson County, Iowa as described in Book 2070, Page 136 of the Johnson County Records.
Said temporary easement being more particularly described as:

Commencing at the Northeast Corner of Lot 130 of Lantern Park Third Addition as recorded in Plat Book 9, Page 18 of the Johnson County Records, said point labeled as P.O.C.; thence S18°39'59"W, 21.15 feet along the Westerly line of said Applewood Condominiums to the Point of Beginning, said point also being on the South line of an existing 20' Utility and Access Easement, said point labeled as P.O.B. Term: Easement; thence N89°41'39"E, 316.81 feet along the South line of said Utility and Access Easement to the Eastern line of said Applewood Condominiums; thence S00°20'30"E, 5.00 feet along said Eastern line; thence S89°41'39"W, 184.69 feet; thence S00°18'21"E, 8.00 feet; thence S89°41'39"W, 91.65 feet; thence S74°19'58"W, 51.46 feet to the Westerly line of said Applewood Condominiums; thence N18°39'59"E, 28.16 feet to the Point of Beginning. Said permanent easement contains 1,516 square feet.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°18'21"E	8.00'

CURVE TABLE			
CURVE	ARC LENGTH	DELTA	CHORD BEARING
C1	55.89'	111°07'04"	N82°07'28"E
C2	11.20'	44°35'13"	N53°45'50"E

LEGEND	
[Symbol]	PERMANENT UTILITY & ACCESS EASEMENT 2,576 SQ. FT.
[Symbol]	TEMPORARY EASEMENT 1,516 SQUARE FEET

DATE

REVISIONS

SCALE

PROJECT

DATE

APPROVED

DATE

DESIGNED BY

VERIFIED SCALE

GRAPHIC SCALE

GRAPHIC SCALE

GRAPHIC SCALE

GRAPHIC SCALE

GRAPHIC SCALE

GRAPHIC SCALE

GRAPHIC SCALE

VEENSTRA & KIMM, INC.

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-456-1000 • 319-456-1008 FAX • 866-241-6001 (NAT'L)

SILURIAN WELLS 13 & 14
CITY OF CORALVILLE, IOWA

INGRESS / EGRESS EASEMENT
FOR THE CITY OF CORALVILLE, IOWA

OWNER:
APPLEWOOD PARTNERS

PROJECT
PE-02

DWG. NO.
202004