

Prepared by: Robert L. Stuyvesant, Stuyvesant, Benton & Judisch, PO Box 517, Carlisle, IA 50047, 515/989-3263
Name Street Address City, State, Zip Phone

When Recorded Return to:

City of Knoxville, 305 S. Third St., Knoxville, IA 50138 (641) 828-0550
Name Street Address City,State,Zip Phone

STORM SEWER AND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF KNOXVILLE, IOWA, a municipal corporation (hereinafter called "City") a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

THE SOUTH 20.00 FEET OF THE WEST 85.00 FEET OF THE SOUTH 80 FEET OF THE NORTH 194 FEET OF LOT 7, WHITE'S 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 CONTAINING 0.04 ACRES (1,700 SQUARE FEET).

(hereinafter called 'Easement Area') for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer and a flowage easement, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in

grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees..

3. **RIGHT OF ACCESS.** The City 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 from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE.** For a period of ten (10) years from the date of this Easement the City shall be responsible for any maintenance of the land located within the Easement area based on the improvements the City constructed in the Easement area. At the end of the ten year period, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod, riprap or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

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

9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) 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.

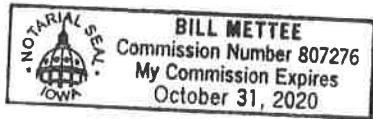
Signed this 12 day of Aug, 2020.



Randy F. Clark, GRANTOR


Lelah M. Clark, GRANTOR

STATE OF IOWA)
) ss.
COUNTY OF MARION)

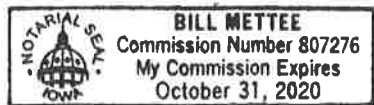
On this 12 day of August, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Randy F. Clark, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed same as his voluntary act and deed.





Notary Public in and for said State

STATE OF IOWA)
) ss.
COUNTY OF MARION)

On this 12 day of August, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Lelah M. Clark, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed same as her voluntary act and deed.




Notary Public in and for said State

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, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2020.

Tricia Kincaid
City Clerk of Knoxville, Iowa