

REC \$ 15<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

COMPUTER   
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PREPARED BY JERRY OLIVER, PO BOX 230, FARMERS AND MERCHANTS  
BANK BUILDING, WINTERSET, IA 50273

FILED NO. 004219  
BOOK 2001 PAGE 4219

EASEMENT FOR SURFACE WATER FLOWAGE

2001 SEP 21 AM 10: 25

KNOW ALL MEN BY THESE PRESENCE:

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

The undersigned owner(s), Michael Gibson and Joan Gibson, hereinafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to the City of St. Charles, Iowa, hereafter called the Grantee, a permanent easement for surface water flowage under, over, through and across the following described real estate:

The West 26 feet of the East Half (1/2) of Lot 36 of Kephart's Addition to St. Charles, Iowa, Plat No. 2, Madison County, Iowa, and Parcel 36L in Southeast Quarter (SE 1/4) of NE Quarter (NE 1/4) of Section Twenty Three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of 5th P. M., City of St. Charles, Madison County, Iowa.

(hereinafter called "Easement Area") and a temporary construction easement for a period of two years for the purpose of the Grantee constructing, reconstructing, repairing, grading and maintaining the surface of said Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structures over or within the Easement Area without obtaining the prior written approval of the Jurisdictional Engineer.
2. OBSTRUCTIONS PROHIBITED. Grantor shall not erect or cause to be placed on the Easement Area any structure, material, device, thing, or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area without obtaining the prior written approval of; the Jurisdictional Engineer.
3. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Jurisdictional Engineer.
4. RIGHT OF ACCESS. The Jurisdiction 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 as herein described, including, but not limited to,

the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area and right to improve, repair, and maintain the Easement Area in whatever manner necessary to provide adequate and proper drainage and to protect the public health, safety and general welfare.

5. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successor and assigns.
6. APPROVAL BY THE JURISDICTION. This Easement shall not be binding until it has received the final approval and acceptance by the Jurisdiction by Resolution and Roll Call No. \_\_\_\_\_.

Grantor does HEREBY COVENANT with the Jurisdiction that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenant 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 in 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 10<sup>th</sup> day of September, 2001

Grantor:

Grantee: CITY OF ST. CHARLES, IOWA

Joanne K. Gibson By Joan Brown  
Joan Brown, Mayor

Michael Gibson By Darla Bush  
Darla Bush, City Clerk



STATE OF IOWA )  
 ) SS  
COUNTY )

On this 10<sup>th</sup> day of Sept, A.D., 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Jaime Gibson and Michael Gibson to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Darla Bush  
Notary Public in and for said State

STATE OF IOWA )  
 ) SS  
MADISON COUNTY)

On this 10<sup>th</sup> day of September, A.D., 2001, before me, Diane M. Daniels, a Notary Public in and for said County and State, personally appeared Joan Brown and Darla Bush, 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 St. Charles, Iowa; that the seal affixed thereto is the seal of said corporation; and that said authority of its City Council, as contained in the Resolution adopted by the City Council of the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2001; and that Joan Brown and Darla Bush acknowledge 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.

Diane M. Daniels  
Notary Public

