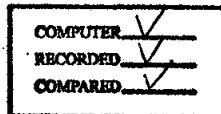


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FILED NO. \_\_\_\_\_  
BOOK 2002 PAGE 4993

2002 OCT 10 PM 3:15

REC \$ 15.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00



Preparer

Information: Jerrold B. Oliver P.O. Box 230 Winterset (515)462-3730

KLUTSLER  
RECORDER  
MADISON COUNTY, IOWA

**EASEMENT FOR SURFACE WATER FLOWAGE**

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner(s), Michael Gibson and Joanne K. Gibson, husband and wife, hereinafter called the Grantors, in consideration of the sum of one dollar and other valuable consideration, 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 the West 15 feet of 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 the 5th P.M., City of St. Charles, Madison County, Iowa

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall no erect any structures over or within the Easement Area without obtaining the prior written approval of the Jurisdictional Engineer.
2. **OBSTRUCTIONS PROHIBITED.** Grantor shall no 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

*E/*  
City of St. Charles  
PO Box 118  
St Charles Ia 50240

the land and shall be binding on Grantor and on Grantor's successor and assigns.

- 6. SUPERSEDES PREVIOUS EASEMENT. The Easement granted by this document supersedes the previous "Easement for surface water flowage", dated September 10, 2001, and filed on September 21, 2001, in Book 2001, Page 4219 of the Recorder's office of Madison County, Iowa, and is given for the purpose of correctly setting forth the names of the Grantors and to amend the legal description of the Easement Area.

Grantors do HEREBY COVENANT with the Jurisdiction that Grantors hold said real estate described in this Easement by title in fee simple; that Grantors have good and lawful authority to convey the same; and said Grantors 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 21 day of September, 2002.

GRANTORS:

Michael Gibson  
Michael Gibson

Joanne K. Gibson  
Joanne K. Gibson

GRANTEE:

City of St. Charles, Iowa

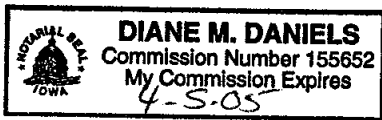
By Joan Brown  
Joan Brown, Mayor

By Denise Sprague  
Denise Sprague, City Clerk

STATE OF IOWA :  
:SS  
MADISON COUNTY :

On this 21<sup>st</sup> day of September, 2002, before me, the undersigned, a Notary Public in and for the State, personally appeared Michael Gibson and Joanne K. Gibson, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Diane M. Daniels  
Notary Public in and for the State of Iowa



STATE OF IOWA :  
 : SS  
MADISON COUNTY :

On this 25<sup>th</sup> day of September, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Joan Brown, Mayor of the City of St. Charles, and Denise Sprague, City Clerk of the City of St. Charles, Iowa, a municipal corporation, which executed the foregoing instrument, and by me duly sworn, each for himself, did say that they are respectively Mayor and City Clerk of the City of St. Charles, Iowa, and the said instrument was signed by them and sealed on behalf of the City of St. Charles, Iowa, by authority of its City Council, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said City of St. Charles, Iowa, by it and by them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial seal the day and year last above written.

*Diane M. Daniels*

Notary Public in and for the State of Iowa

