

CITY OF ST. CHARLES, IOWA

FILED NO. 1000

TEMPORARY CONSTRUCTION EASEMENT FOR STORM SEWER RIGHT-OF-WAY  
BOOK 60 PAGE 518

KNOW ALL PERSONS BY THESE PRESENTS:

95 OCT 10 PM 3: 14

That Marilyn K. Young

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

(hereinafter called "Grantor") in consideration of the sum of  
one dollar and other considerations

to be paid by the City of St. Charles upon final approval and acceptance of this Easement by the St. Charles City Council, do hereby convey unto the CITY OF ST. CHARLES, IOWA, a municipal corporation, (hereinafter called "City") a perpetual easement for Storm Sewer Right-of-Way under, over, through and across the following described real estate:

See Attachment A

COUNTY ✓  
RECORDED ✓  
COMPALED ✓

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

(hereinafter called "Easement Area") for the purpose of the City constructing, reconstructing, repairing, enlarging, and maintaining a storm sewer, together with necessary appurtenances thereto, under, over, through, and across said Easement Area.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the City Council.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Council.
3. RIGHT OF ACCESS. 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 as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the St. Charles City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
6. This easement shall terminate on December 31, 1995.
7. All areas disturbed by the city or contractor shall be repaired at no cost to the Grantor.

Grantor does HEREBY COVENANT with the City 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 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 interest conveyed by this Easement.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 21st day of August, 19 95.



X Marilyn K Young

STATE OF IOWA, COUNTY OF MADISON, ss

On this 21 day of August, 19 95, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marilyn Young

to me known to be the identical persons named in and who executed the same as their voluntary act and deed.

Lori L. Knutsin  
Notary Public in and for Madison County, Iowa

I, Janet Downs, City Clerk of the City of St. Charles, Iowa do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of St. Charles by Resolution and Roll Call No. 2B-95, passed on the 5th day of September 19 95, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 5th, day of September, 19 95.

Janet Lee Downs  
Janet Downs, City Clerk of the City of St. Charles, Iowa

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ATTACHMENT A

LEGAL DESCRIPTION

THAT PART OF A 10 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ADJACENT TO THE SOUTH LINE OF A 20.00 FOOT WIDE PERMANENT STORM SEWER EASEMENT LYING BETWEEN THE EAST RIGHT-OF-WAY LINE OF CLARK STREET AND THE WEST RIGHT-OF-WAY LINE OF MORGAN STREET WHOSE NORTH LINE BEGINS AT THE SOUTHWEST CORNER OF LOT 7 IN THE OFFICIAL PLAT OF AUSTIN'S ADDITION AND THENCE GOES EASTERLY IN A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 8 IN AUSTIN'S ADDITION, SAID POINT BEING 32.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8, ALL LOCATED IN THE CITY OF ST. CHARLES, MADISON COUNTY, IOWA, THAT IS INCLUDED IN THE FOLLOWING DESCRIBED PROPERTY: COMMENCING 340 FEET EAST AND 190 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK ONE (1), OF CLANTON'S ADDITION OF 1888 TO THE TOWN OF ST. CHARLES, IN MADISON COUNTY, IOWA, AND RUNNING THENCE WEST 76 FEET, THENCE NORTH 115 FEET, THENCE EAST 76 FEET, THENCE SOUTH 115 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, IN TOWNSHIP 75 NORTH, OF RANGE 26 WEST OF THE 5TH P.M., EXCEPT THAT PART OF THE EAST SIDE THEREOF, IF ANY, OCCUPIED FOR STREET OR HIGHWAY PURPOSES; ALSO A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT 198 FEET EAST AND 190 FEET NORTH OF THE SOUTHEAST CORNER OF LOT EIGHT (8) IN BLOCK ONE (1) OF CLANTON'S ADDITION OF 1888 TO THE TOWN OF ST. CHARLES, IOWA, RUNNING THENCE EAST 66 FEET, THENCE NORTH 115 FEET, THENCE WEST 66 FEET, THENCE SOUTH 115 FEET TO THE PLACE OF BEGINNING.