

FILED NO. 2537

BOOK 60 PAGE 790

96 MAR 19 AM 11:46

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072
(515) 758-2267

TEMPORARY INGRESS/EGRESS AND
TURN AROUND EASEMENT

REC. 15.00
ASS.
R.M.F. 5.00

COMPUTER
RECORDED
CONFIRMED

KNOW ALL PERSONS BY THESE PRESENTS:

That Earlham Building Center, Inc., an Iowa corporation (hereinafter called "Grantor"), as owner of Lot 10 of Clearview Third Addition to the City of Earlham, Madison County, Iowa, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the City of Earlham, Iowa, a municipal corporation, (hereinafer called "City") a temporary easement and right-of-way under, over, on, through, across and within the following described portion of said Lot 10 of Clearview Third Addition to the City of Earlham, Madison County, Iowa, to-wit:

Commencing at the Southwest Corner of Lot 10 of Clearview Third Addition to the City of Earlham, Madison County, Iowa, thence North 00°12'22" West 110.00 feet along the West line of said Lot 10 to the Point of Beginning. Thence continuing North 00°12'22" West 90.00 feet; thence South 89°52'22" East 90.00 feet; thence South 00°12'22" East 90.00 feet; thence North 89°52'12" West 90.00 feet to Point of Beginning,

(hereinafter called "Easement Area"),

for municipal and general traffic circulation, general ingress and egress by the City and the public to and from adjacent lands, snow removal and storage, and any other reasonable municipal purposes 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 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 shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.

#2. Temporary Ingress/Egress And
Turn Around Easement.

3. RIGHT OF ACCESS. City and the public 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. City shall have the right to remove without liability to Grantor, any unauthorized fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across or within the Easement Area.

4. LIABILITY. The City of Earlham shall not be liable for any injuries or damages to said real estate, any property abutting said real estate or any improvements or obstructions thereon resulting from the exercise of its rights or the rights of the public herein granted, or arising in any manner from the existence of this Easement.

5. MAINTENANCE. 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; provided, however, the City may perform such maintenance should it determine in its sole discretion such maintenance is needed.

6. EASEMENT BENEFIT. This Easement shall be for the benefit of the City and the public. It shall be for the benefit of the City's successors and assigns, and its permittees and licensees.

7. 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.

8. APPROVAL BY CITY COUNCIL. This Easement shall not be binding until it has received the final approval and acceptance by the City Council of Earlham, Iowa, by resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. TERMINATION. This Easement will terminate upon its release by the City.

Grantor does hereby covenant with the City that Grantor holds the real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey this Easement.

IN WITNESS WHEREOF, this Easement is signed this 8th day of March, 1996.

GRANTOR

EARLHAM BUILDING CENTER, INC.

By Gary A. Arnburg
Gary A. Arnburg, President

By Gary A. Arnburg
Gary A. Arnburg, Secretary

