

**CITY OF CEDAR FALLS, IOWA
EASEMENT CONTRACT**

PROJECT: Dry Run Creek Sanitary Sewer Improvements

PARCEL NO. 3 PROJECT NO. SA-000-3096

THIS AGREEMENT made and entered into this _____ day of _____ A.D., 2016 by and between Cedar Falls Community School District, Grantor, and the City of Cedar Falls, Iowa, Grantee.

1. GRANTOR GRANTS to the Grantee a temporary easement and permanent easement upon Grantor's real estate, hereinafter referred to as the premises, described as follows:

See Exhibit A

As shown on Page 8, for the purpose of constructing Dry Run Creek Sanitary Sewer Improvements, provided that such easement shall not unreasonably interfere with Grantor's operation or access thereto. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. GRANTOR CONSENTS to any change of grade and accepts payment under this contract for any and all damages arising therefrom. GRANTOR ACKNOWLEDGES full settlement and payment from the Grantee for all claims per the terms of this contract and discharges the Grantee from liability because of this contract and the construction of this public improvement project.

2. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 8 pages.
3. Grantee agrees that any drain tile(s) which are located within the premises and are damaged by the Grantee's work shall be repaired at no expense to Grantor. Grantee shall have the right of entry upon Grantor's remaining property along the right of way line, if necessary, for the purposes of connecting said drain tile(s).
4. It is agreed that any right of temporary easement granted by this contract shall terminate upon the completion of the project. If an easement agreement is recorded the Grantee will release the said easement rights. Grantee will provide Grantor with a copy of Release after recording.
5. Grantee agrees to pay and Grantor agrees to grant the right the temporary easement related to the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ N/A	on right of possession	--
\$ N/A	on conveyance of title	--
\$ N/A	on surrender of possession	--
\$ \$0	on possession and conveyance	On or before December 31, 2016
\$ \$0	TOTAL LUMP SUM	

BREAKDOWN OF VALUES:	ac. = acres	sq. ft. = square feet		
Underlying Fee Title	<u>N/A</u>	ac./sq. ft.	<u>\$--</u>	Buildings & Improvements <u>\$--</u>
Permanent Easement	<u>7040</u>	sq. ft.	<u>\$0</u>	Fence <u>--</u> rods woven <u>\$--</u>
Temporary Easement	<u>13576</u>	sq. ft.	<u>\$0</u>	Fence <u>--</u> rods woven <u>\$--</u>
Damages for				<u>\$--</u>

6. GRANTOR WARRANTS that there are no tenants on the premises holding under the lease except: None

While the Grantor will receive no payment for the grant of the easement as stated below, Grantee agrees to make the following improvements on the premises:

- a. grading
- b. seeding
- c. replace fence on north side
- d. install fence on west side subject to IDOT approval
- e. plant trees mutually agreed upon by Grantor and Grantee

7. This contract shall apply to and bind the legal successors in interest of Grantor and Grantor agrees to pay all liens and assessments against the premises, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

8. Grantee may include mortgagees, lienholders, encumbrances and taxing authorities as payees on warrants as contract payment.

9. If the Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Grantee will pay any remaining proceeds to the survivor of that joint tenancy and will accept conveyance solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Grantor.

10. This written contract constitutes the entire agreement between Grantee and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This contract is subject to the approval of the Cedar Falls City Council.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Grantee, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Cedar Falls Community School District

By: _____
Joyce Coil, President

GRANTOR'S ACKNOWLEDGMENT

STATE OF _____,
COUNTY OF _____, ss:

This instrument was acknowledged before me on the _____ day of _____, 2016, by Joyce Coil as President, for the Cedar Falls Community School District.

Notary Public in and for the State of _____

Page 3

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2016, by James P. Brown, Mayor, and Jacqueline Danielsen, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, CMC (date)
City Clerk

EXHIBIT A

A PART OF LOT 4, FAIRVALLEY ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 5°59'53" WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 161.42 FEET; THENCE NORTH 6°42'03" EAST, 75.33 FEET; THENCE NORTH 63°31'02" EAST, 47.79 FEET; THENCE SOUTH 6°42'03" WEST, 258.38 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 89°20'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 4.55 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES (7,040 SQUARE FEET) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENT OF RECORD.

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PREPARED BY: ERIC MILLER, SNYDER & ASSOCIATES, INC., 5005 BOWLING STREET S.W., CEDAR RAPIDS, IA 52404 (319) 362-9394

RETURN TO: ERIC MILLER, SNYDER & ASSOCIATES, INC., 5005 BOWLING STREET S.W., CEDAR RAPIDS, IA 52404 (319) 362-9394

PERMANENT SANITARY SEWER EASEMENT PLAT

SANITARY SEWER EASEMENT DESCRIPTION

A PART OF LOT 4, FAIRVALLEY ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

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DATE OF SURVEY

03-10-16

OWNER

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

LEGEND

Survey

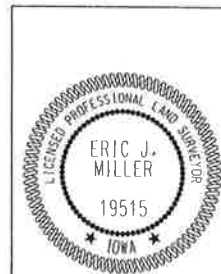
Section Corner
1/2" Rebar, Orange Cap # 19515
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found

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I
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M
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D
C
MPE

Set

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I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Eric J. Miller, PLS _____ Date

License Number 19515

My License Renewal Date is December 31, 2016

Pages or sheets covered by this seal:

Sheets 1 and 2

PT. LOT 4, FAIRVALLEY ADDITION

PERMANENT SANITARY SEWER EASEMENT

SHEET 1 OF 2

PN: 1090355

PM: LRB

DATE: 03/15/16

TECH: TVWF

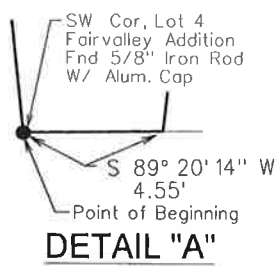
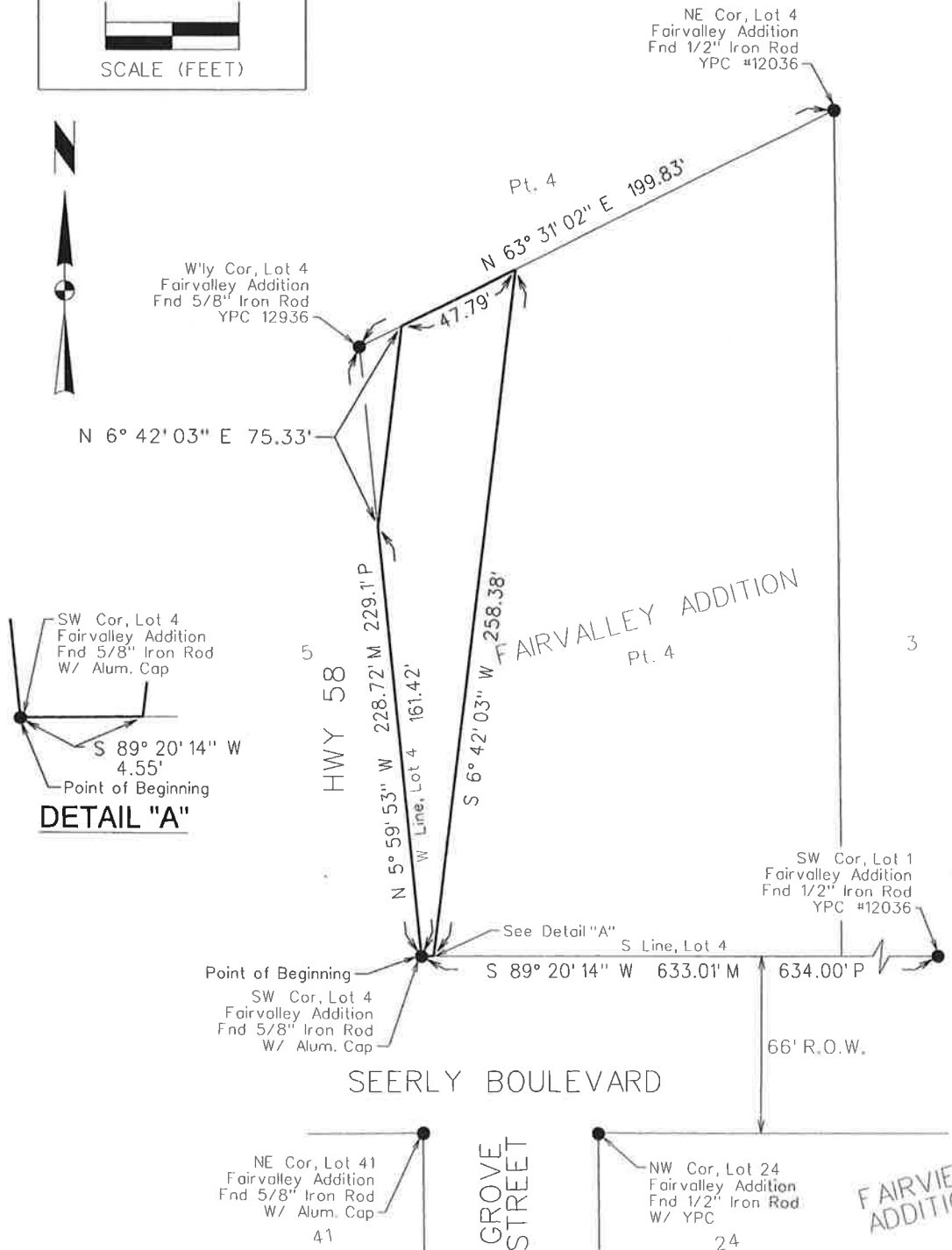
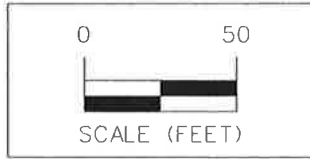



SNYDER & ASSOCIATES, INC.

Engineers and Planners

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

PERMANENT SANITARY SEWER EASEMENT PLAT



PT. LOT 4, FAIRVALLEY ADDITION		SHEET 2 OF 2
PERMANENT SANITARY SEWER EASEMENT		PN: 1090355
 SNYDER & ASSOCIATES, INC. Engineers and Planners		PM: LRB
		DATE: 03/15/16
		TECH: TWF
5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394		

PREPARED BY: ERIC MILLER, SNYDER & ASSOCIATES, INC., 5005 BOWLING STREET S.W., CEDAR RAPIDS, IA 52404 (319) 362-9394

RETURN TO: ERIC MILLER, SNYDER & ASSOCIATES, INC., 5005 BOWLING STREET S.W., CEDAR RAPIDS, IA 52404 (319) 362-9394

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

TEMPORARY EASEMENT DESCRIPTION

A PART OF LOT 4, FAIRVALLEY ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

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LEGEND

<u>Survey</u>	<u>Found</u>	<u>Set</u>
Section Corner	▲	△
1/2" Rebar, Orange Cap # 19515 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Nail	⊥	⊞
Control Point	○ CP	
Bench Mark	⊙	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

DATE OF SURVEY

03-10-16

OWNER

CEDAR FALLS COMMUNITY
SCHOOL DISTRICT

PT. LOT 4, FAIRVALLEY ADDITION

TEMPORARY CONSTRUCTION EASEMENT

SHEET 1 OF 2

PN: 1090355

PM: LRB

DATE: 03/15/16

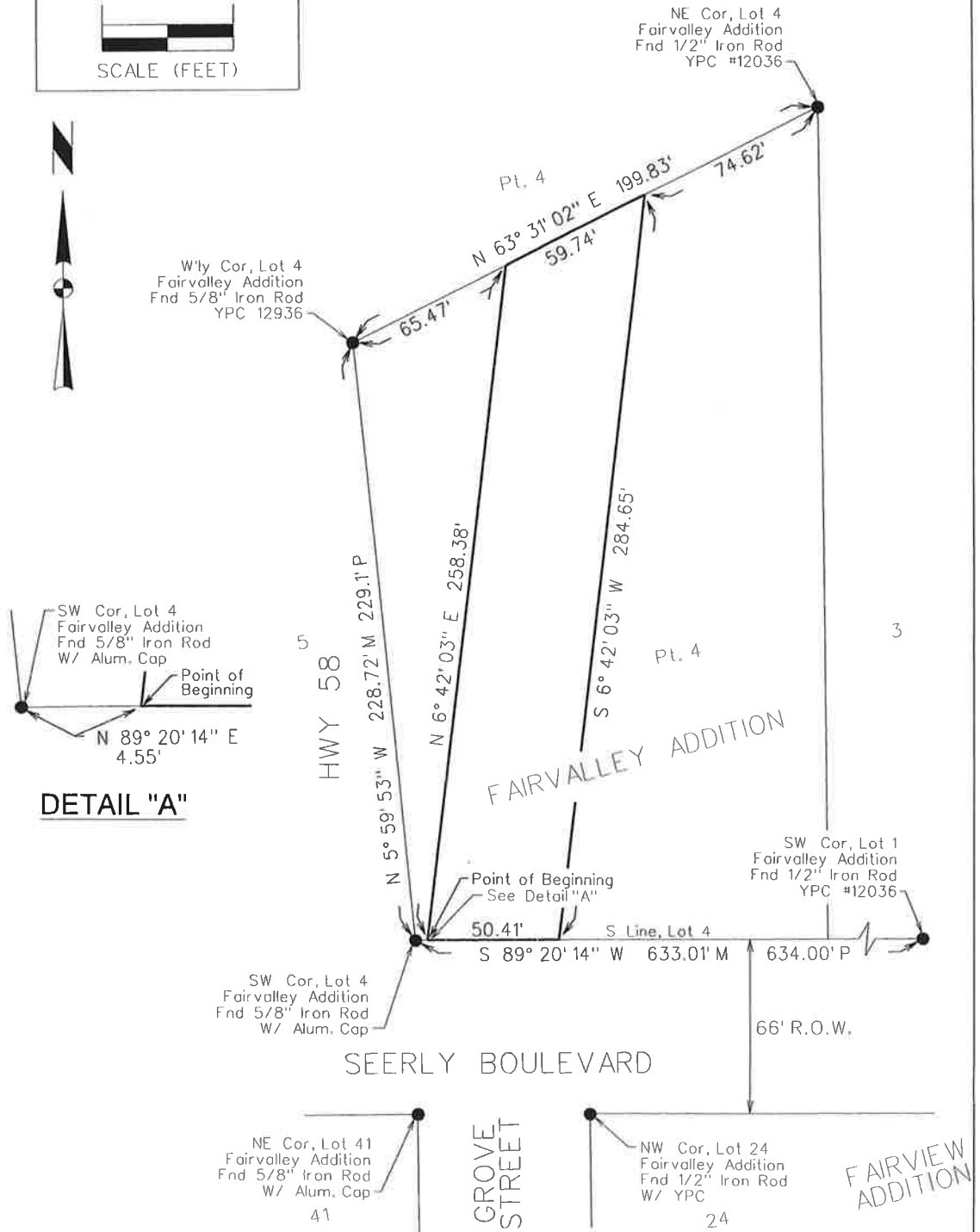
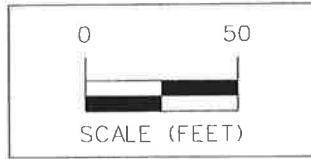
TECH: TWF



SNYDER & ASSOCIATES, INC.
Engineers and Planners

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



PT. LOT 4, FAIRVALLEY ADDITION
TEMPORARY CONSTRUCTION EASEMENT

SHEET 2 OF 2
PN: 1090355
PM: LRB
DATE: 03/15/16
TECH: TWF



SNYDER & ASSOCIATES, INC.
Engineers and Planners

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

November 11, 2016 – Permanent Sanitary Sewer Easement – Peet Junior High
Red = Permanent Easement Area Yellow = Temporary Construction Easement Area
Area shown is approximate and not to scale

