

Prepared by and Return to:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

**PUBLIC EASEMENT AGREEMENT
(SANITARY SEWER AND TEMPORARY CONTRUCTION EASEMENTS)**

This agreement is made and entered into by and between ROBERT D. MICKELSON, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary easement (Division II) for the public purpose of extending, constructing and maintaining the City's sanitary sewer systems and related infrastructure (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights

granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT SANITARY SEWER EASEMENT

Further, the Property Owner and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on

and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as “temporary construction easement area.”

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction 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.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2021.

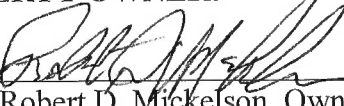
DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 8th day of January, 2020.

PROPERTY OWNER:

CITY:

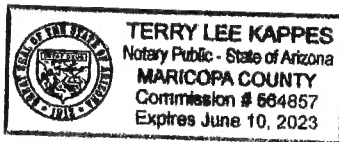
Signed: 
Robert D. Mickelson, Owner

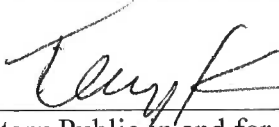
Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF ARIZONA, Maricopa COUNTY: ss

On this 8th day of January, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert D. Mickelson, to me personally known, who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed.




Notary Public in and for said State

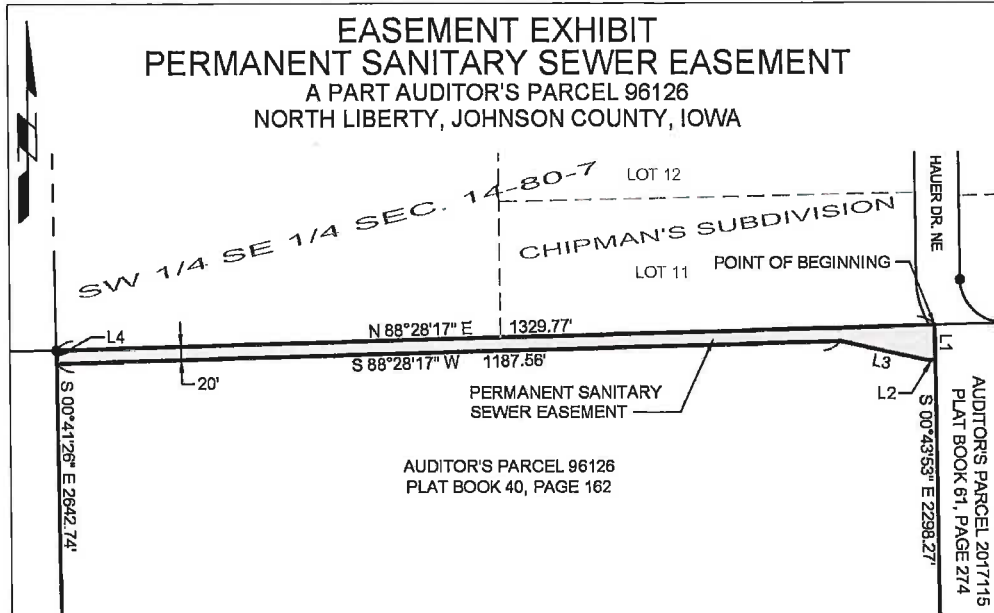
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, 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 North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

EASEMENT EXHIBIT
 PERMANENT SANITARY SEWER EASEMENT
 A PART AUDITOR'S PARCEL 96126
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 00°43'53" E	52.78'	L4	N 00°41'26" W	20.00'
L2	S 87°53'55" W	10.11'			
L3	N 77°30'30" W	135.70'			

DESCRIPTION

A sanitary sewer easement on that part of Auditor's Parcel 96126 (Plat of Survey recorded in Plat Book 40, Page 162 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest corner of Auditor's Parcel 2017115 (Plat of Survey recorded in Plat Book 61, Page 274 at the Johnson County Recorder's Office);

thence South 0°43'253" East 52.78 feet along the west line of said Auditor's Parcel 2017115 (assumed bearing for this description only);

thence South 87°53'55" West 10.11 feet;

thence North 77°30'30" West 135.70 feet;

thence South 88°28'17" West 1187.56 feet along a line 20 feet southerly of and parallel with the north line of said Auditor's Parcel 96126 to a point of intersection with the west line of said Auditor's Parcel 96126;

thence North 0°41'26" West 20.00 feet along said west line to the northwest corner of said Auditor's Parcel 96126;

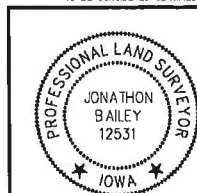
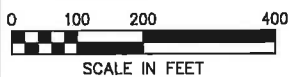
thence North 88°28'17" East 1329.77 feet along the north line of said Auditor's Parcel 96126 to the point of beginning and containing 0.67 acres more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 1930-8.1(5)

LEGEND

● FOUND $\frac{5}{8}$ " IRON ROD

▲ FOUND SECTION CORNER AS NOTED



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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: **DECEMBER 31, 2020**
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
1 of 1

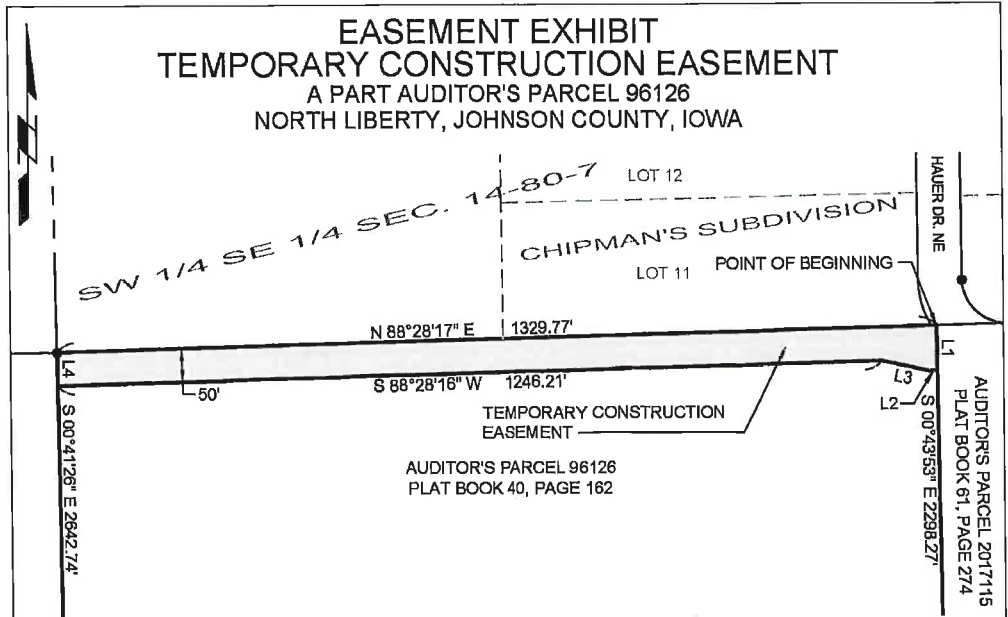
SHIVEHATTERY
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 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT			
PERMANENT SANITARY SEWER EASEMENT			
ROBERT D. MICKELSON			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/8/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
118299-0

SHEET NO.
1 of 1

EXHIBIT B



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S 00°43'52" E	67.78'	L4	N 00°41'26" W	50.01'
L2	S 87°53'55" W	11.68'			
L3	N 77°30'30" W	73.86'			

DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 96126 (Plat of Survey recorded in Plat Book 40, Page 162 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northwest corner of Auditor's Parcel 2017115 (Plat of Survey recorded in Plat Book 61, Page 274 at the Johnson County Recorder's Office);

thence South 0°43'253" East 67.78 feet along the west line of said Auditor's Parcel 2017115 (assumed bearing for this description only);

thence South 87°53'55" West 11.68 feet;

thence North 77°30'30" West 73.86 feet;

thence South 88°28'17" West 1246.21 feet along a line 50 feet southerly of and parallel with the north line of said Auditor's Parcel 96126 to a point of intersection with the west line of said Auditor's Parcel 96126;

thence North 0°41'26" West 50.01 feet along said west line to the northwest corner of said Auditor's Parcel 96126;

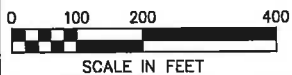
thence North 88°28'17" East 1329.77 feet along the north line of said Auditor's Parcel 96126 to the point of beginning.

Total area 1.55 acres more or less with a net area (excluding permanent sanitary sewer easement) of 0.88 acres more or less.

LEGEND

● FOUND 5/8" IRON ROD

▲ FOUND SECTION CORNER AS NOTED



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 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT ROBERT D. MICKELSON NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	7/10/19	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
118299-0

SHEET NO.

1 of 1