

REC \$ 10⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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PREPARED BY: CITY OF ST. CHARLES, 113 S. LUMBER STREET, ST. CHARLES, IA 50240
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA 52455

EASEMENT FOR SURFACE WATER FLOWAGE

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owner(s), Fred and Sandra Smith, hereinafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, 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:

15 (fifteen) feet West of East property line of Lot 12 of Kephart's Addition II to St. Charles, Iowa, a Subdivision in Madison County, Iowa.

(hereinafter called "Easement Area") for the purpose of the Grantee constructing, reconstructing, repairing, grading and maintaining the surface of said Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area, and a temporary construction easement for a period of two years.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structures over or within the Easement Area without obtaining the prior written approval of the Jurisdictional Engineer.
2. OBSTRUCTIONS PROHIBITED. Grantor shall not 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 the land and shall be binding on Grantor and on Grantor's successor and assigns.
6. APPROVAL BY THE JURISDICTION. This Easement shall not be binding until it has received the final approval and acceptance by the Jurisdiction by Resolution and Roll Call No. _____.

Grantor does HEREBY COVENANT with the Jurisdiction 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 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 7th day of June, 2001

Grantor:

Ired L. Smith

Grantee: CITY OF ST. CHARLES, IOWA

By Joan Brown
Joan Brown, Mayor

Sandra J. Smith

By Darla Bush
Darla Bush, City Clerk