

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000  
Return To: City of Norwalk, 705 North Avenue, Norwalk, IA 50211

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Easement No. 2

## TEMPORARY CONSTRUCTION EASEMENT FOR CLEARING AND GRUBBING

### KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, United Properties Investment Company, L. C., of the County of Warren, State of Iowa (hereinafter "Grantor"), in consideration of \$1.00 in hand paid by the CITY OF NORWALK, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Norwalk, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a temporary construction easement for clearing and grubbing under, through and across the following described real estate:

### Temporary Construction Easement

A temporary construction located in Parcel 'P' of the Northwest Fractional 1/4 of the Northwest 1/4 of Section 7, Township 77 North, Range 24 West, of the 5<sup>th</sup> P.M., Warren County, Iowa, as recorded on Book 2014 on Page 8723 in the Warren County Recorder's Office. Said temporary easement being more particularly described as follows:

Commencing at the Northeast corner of said Northwest Fractional 1/4 of the Northwest 1/4; thence South 86°30'40" West (all bearing reference to Grid North Iowa State Plane Coordinate System South Zone), a distance of 319.91 feet along the North line of said Northwest Fractional 1/4 of the Northwest 1/4; thence South 27°32'42" West, a distance of 74.62 feet to a point on the South right-of-way line of Beardsley Street, said point being the point of beginning; thence South 01°35'28" West, a distance of 225.66 feet; thence South 22°06'26" West, a distance of 192.06 feet; thence North 62°27'18" West, a distance of 116.96 feet; thence North 27°32'42" East, a distance of 394.10 feet to the point of beginning.

Containing 30,643 square feet or 0.70 acres, more or less.

The temporary construction easement is for the purpose of the City to construct clearing and minor grading of the easement area to remove existing trees, stumps and brush for the purpose of future grading by the City to facilitate construction of a regional stormwater detention facility. Any major grading within the easement area shall be constructed under separate grading easement agreement with the City.

In connection herewith it is specifically agreed that by this temporary easement, the City, its employees, agents or representatives shall have the right to enter upon said premises as shall be necessary to clear all trees and brush, except groundcover, using the required labor, materials and equipment to complete said clearing and grubbing as it deems necessary.

All trees, limbs, brush and debris associated with the clearing and grubbing work shall be removed from the easement area.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance with grass.

The temporary construction easement shall be for a period of 12 months from the date of construction at which time the temporary construction easement will cease and terminate.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

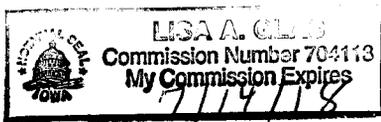
IN WITNESS WHEREOF, the foregoing has been entered into and executed this 27<sup>th</sup> day of January, 2016.

[Signature]  
United Properties Investment  
Company, L.C.

STATE OF Iowa)  
COUNTY OF Polk)<sup>ss.</sup>

On this 27<sup>th</sup> day of January, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Coppola, to me known, who, being by me duly sworn, to be the Managing Member of the limited company executing the foregoing instrument, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained; and that Michael A. Coppola, acknowledged the execution of the instrument to be the voluntary act and deed of the limited company.

In witness whereof, I hereunto set my hand and official seal.



[Signature]  
Notary Public in and for the State of Iowa  
My commission expires 7/14, 2018

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This section to be completed by City

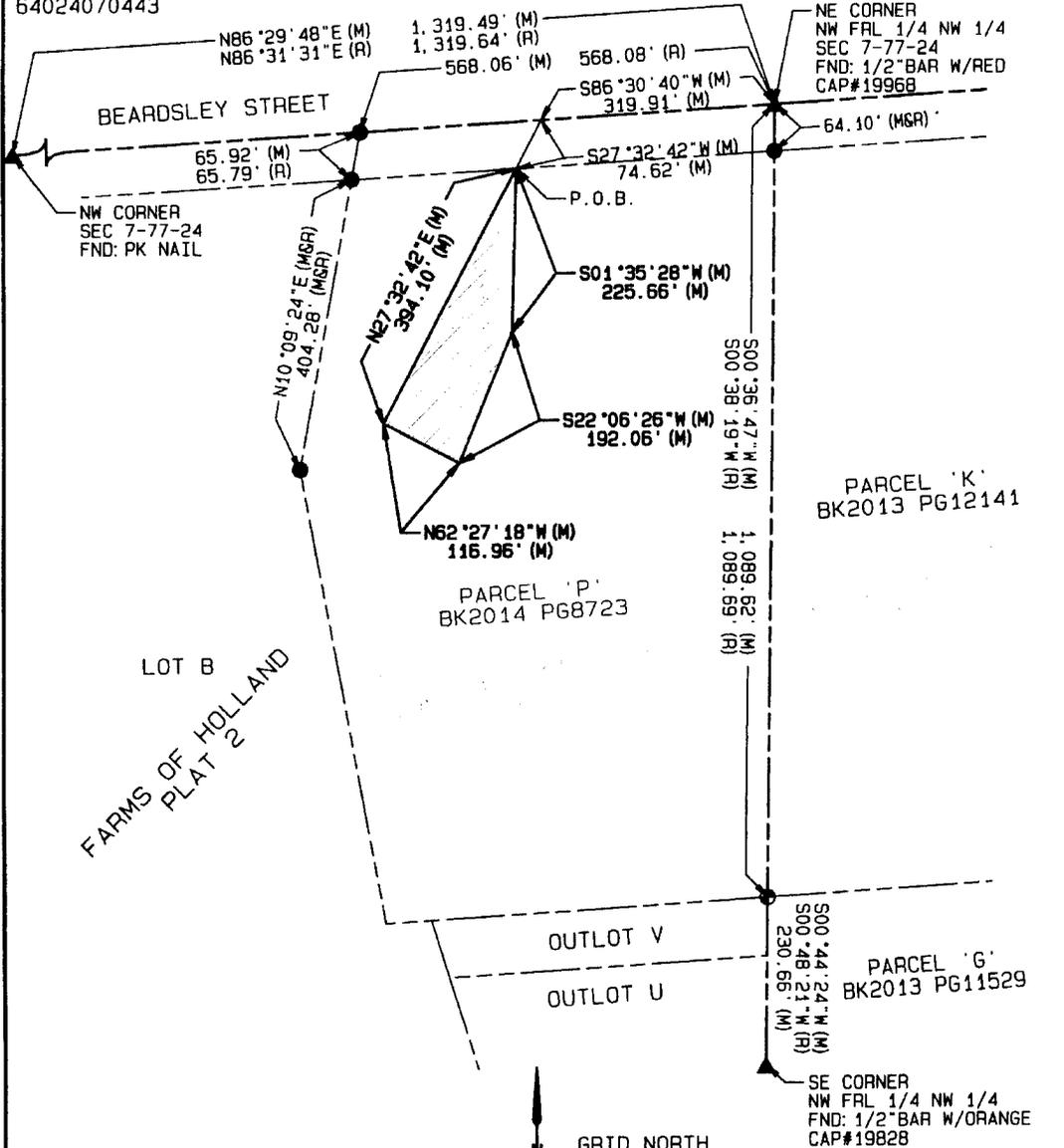
Accepted by Resolution of the City Council of the City of Norwalk on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

# EASEMENT DRAWING

**OWNER:**  
 UNITED PROPERTIES  
 INVESTMENT COMPANY, L.C.  
**BOOK 2014 PAGE 9619**  
**PARCEL ID:**  
 64024070443

IN PART OF PARCEL 'P'  
 OF THE NW FRL 1/4  
 NW 1/4 OF SECTION 7-77-24

**ADDRESS:**  
 7500 BLOCK OF  
 BEARDSLEY STREET  
 NORWALK, IA 50211



**LEGEND**

- ▲ FOUND SECTION CORNER AS NOTED
- FOUND 1/2" I.P. W/YELLOW CAP# 12386
- FOUND 1/2" BAR W/ORANGE CAP# 19828
- (R) RECORDED BEARING OR DISTANCE
- (M) MEASURED BEARING OR DISTANCE

 TEMPORARY EASEMENT  
 30,643 SQUARE FEET  
 OR 0.70 ACRES

SCALE	1"=200'
DRAWN	TJP
CHECKED	BJM
APPROVED	BJM
DATE	11-05-15
A.C.	



TEMPORARY CONSTRUCTION  
 EASEMENT IN PARCEL 'P' OF  
 THE NW FRL 1/4 NW 1/4

DWG. NO.

E-2

1 OF 1

**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

PROJECT 14287