



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6e
For Meeting of 6.16.2016

ITEM TITLE: Consideration and Action on a Resolution Approving Temporary Construction Easements for the ground surrounding Elizabeth Holland Park.

CONTACT PERSON: Wade Wagoner, Economic Development Director (likely absent week of meeting)
Tim Hoskins, Public Works Director

SUMMARY EXPLANATION:

Elizabeth Holland Park proposes incorporating a regional storm water retention project. It is necessary for the city to secure temporary construction easements from four surrounding property owners for the installation of the infrastructure. Veenstra & Kimm, Inc., the City's professional engineering firm and Wade Wagoner are negotiating the necessary easements with the property owners. There is no cost associated with these easements.

COST: None

Resolution Ordinance Contract Other (Specify) _____

Funding Source: _____ NA _____

APPROVED FOR SUBMITTAL _____

Wade R. Wagoner AICP LEED GA

STAFF RECOMMENDATION: Adopt resolution by roll call vote.

RESOLUTION NO. _____

Resolution approving the execution of temporary construction easements for the regional storm water retention facility within Elizabeth Holland Park

WHEREAS, the Elizabeth Holland Park regional storm water retention facility improvement project is proposed place north side of Colonial Parkway east of Sunset Drive and south of Beardsley Street; and,

WHEREAS, The Elizabeth Holland Park regional storm water retention facility requires the attached Temporary Construction Easements on and through property owned by the individuals on the attached documents; and,

WHEREAS, the Project Engineer and Economic Development Director are negotiating the needed easements with the property owners on the City's behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA, that the proposed easements be approved by the City of Norwalk; and the Mayor is authorized to execute said document on behalf of the City; and the City Clerk is hereby authorized to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 16th day of June, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Riva	___	___	___
Kuhl	___	___	___
Isley	___	___	___
Lester	___	___	___
Livingston	___	___	___

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

Easement No. 1

TEMPORARY CONSTRUCTION EASEMENT FOR GRADING

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ Farms of Holland, L.L.C. _____, of the County of Warren, State of Iowa, (hereinafter "Grantor"). in consideration of \$_____ 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 grading under, over, on, through and across the following described real estate:

Outlot U, Outlot V, Outlot X and Outlot Y, all in Farms of Holland Plat 2, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described in four (4) segments as follows:

Segment 1

All of said Outlot U, Farms of Holland Plat 2.

Containing 196,796 square feet or 4.52 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 1 of 4.

Segment 2

All of said Outlot V, Farms of Holland Plat 2.

Containing 35,778 square feet or 0.82 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 2 of 4.

Segment 3

All of said Outlot X, Farms of Holland Plat 2.

Containing 71,108 square feet or 1.63 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 3 of 4.

Segment 4

Temporary easement segment 4 being more particularly described as follows:

Beginning at the Southeast corner of said Outlot Y, said point being the beginning of a curve concave Southerly, having a radius of 230.00 feet and a chord which bears North $78^{\circ}19'10''$ West, 172.48 feet; thence Northwesterly, along said curve and South line of said Outlot Y through a central angle of $44^{\circ}02'39''$ an arc distance of 176.80 feet to a point of reverse curvature and the beginning of a curve concave Northerly, having a radius of 970.00 feet and a chord which bears South $84^{\circ}44'36''$ West, 171.95 feet; thence Southwesterly, along said curve and said South line through a central angle of $10^{\circ}10'12''$ an arc distance of 172.17 feet; thence South $89^{\circ}49'42''$ West, 164.38 feet along said South line to the Southwest corner thereof; thence North $00^{\circ}05'39''$ West, 50.00 feet along the West line of said Outlot Y; thence North $89^{\circ}49'42''$ East, 164.31 feet; thence North $84^{\circ}35'28''$ East, 208.10 feet; thence North $33^{\circ}42'10''$ East, 130.28 feet; thence North $15^{\circ}35'19''$ West, 122.14 feet to the beginning of a curve concave Southwesterly having a radius of 950.00 feet and a chord which bears North $25^{\circ}47'53''$ West, 336.77 feet; thence Northwesterly, along said curve through a central angle of $20^{\circ}25'09''$ an arc distance of 338.56 feet; thence North $36^{\circ}00'28''$ West, 57.47 feet; thence South $65^{\circ}59'39''$ West, 185.57 feet; thence South $89^{\circ}54'21''$ West, 61.94 feet to said West line of Outlot Y; thence North $00^{\circ}05'39''$ West, 80.00 feet along said West line to the Northwest corner thereof; thence North $89^{\circ}54'21''$ East, 45.00 feet along the North line thereof; thence North $65^{\circ}59'39''$ East, 233.41 feet along said North line to the Northeast corner thereof; thence South $36^{\circ}00'28''$ East, 122.25 feet along the East line of said Outlot Y to the beginning of a curve concave Southwesterly having a radius of 1,030.00 feet and a chord which bears South $25^{\circ}47'53''$ East, 365.14 feet; thence Southeasterly, along said curve and said East line through a central angle of $20^{\circ}25'09''$ an arc distance of 367.07 feet; thence South $15^{\circ}35'19''$ East, 264.37 feet along said East line; thence South $33^{\circ}42'10''$ West, 98.15 feet along said East line to the point of beginning.

Containing 111,581 square feet or 2.56 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A" sheet 4 of 4.

The temporary construction easement is for the purpose of the City to deliver soils and construct preliminary grading of the easement area including excavation, embankment or fill construction, preliminary site grading, and transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

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 construct the aforementioned excavation, embankment or fill, grading, and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

Approved soils shall be delivered and placed in accordance with the Amended Development Agreement between the Grantor and the City dated May ____, 2016.

The preliminary grading of the easement area shall be as shown on in the grading plan for the "Beardsley Regional Stormwater Detention Phase 2 - Grading and Drainage" plans. Transition grading from the existing topography to the proposed topography of the regional stormwater detention facility shall be generally at a grade of 5 feet horizontal to 1 foot vertical (5:1) in areas where necessary.

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan as incorporated into the aforementioned plans.

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 Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds 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 Grantor covenants 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 ____ day of _____, 20____ .

Farms of Holland, L.L.C.

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared

to me known, who, being by me duly sworn, to be the

of the Iowa limited liability 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 _____
acknowledged the execution of the instrument to be the voluntary act and deed of the Iowa limited liability company.

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

Notary Public in and for the State of _____
My commission expires _____, 20__

This section to be completed by City

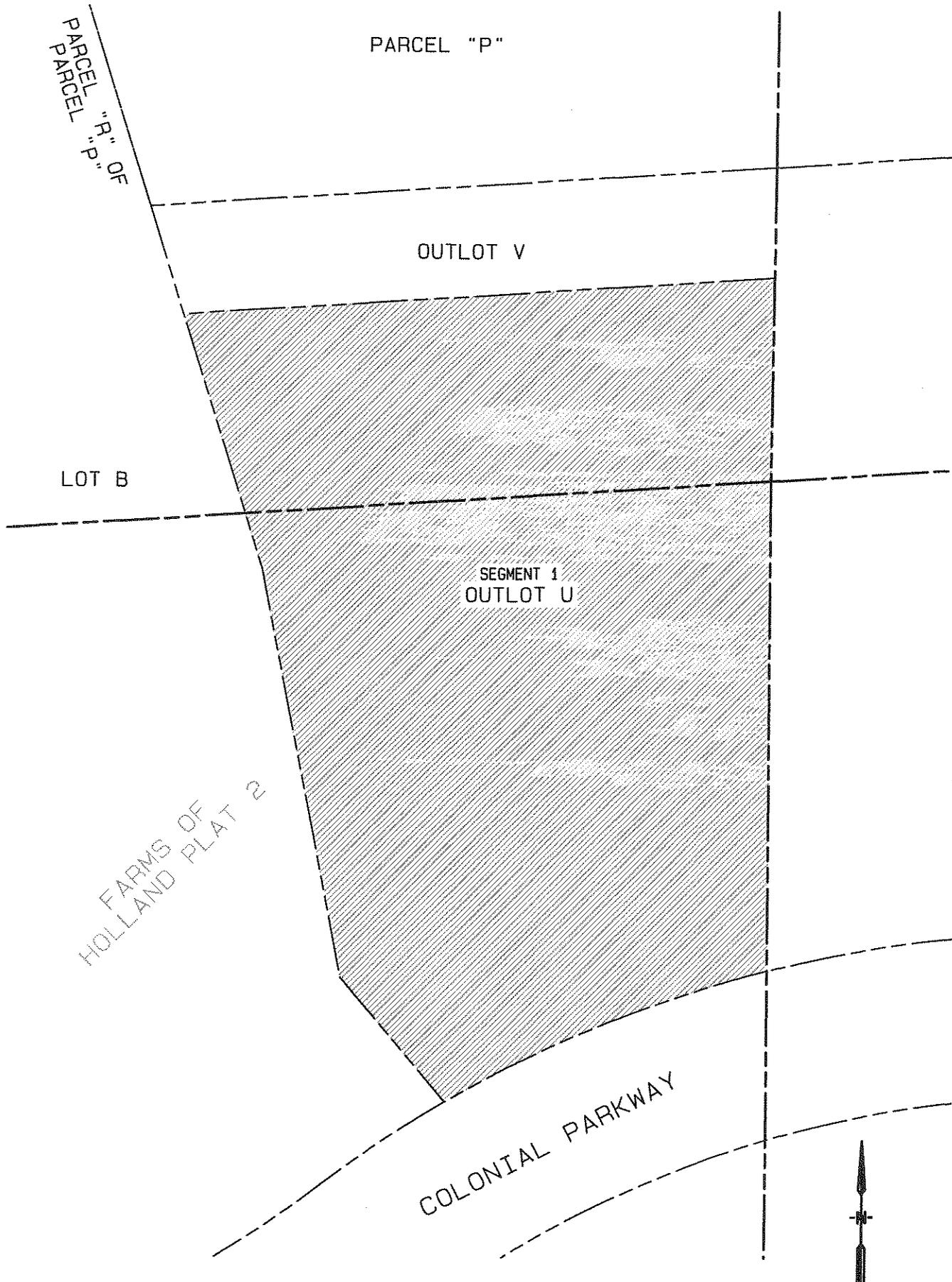
Accepted by Resolution of the City Council of the City of Norwalk on the _____ day of _____, 20_____.

EXHIBIT 'A' EASEMENT DRAWING

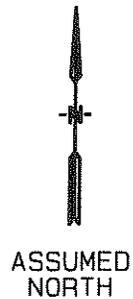
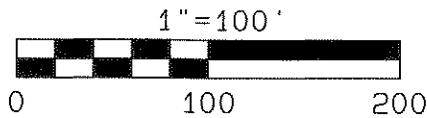
OWNER:
FARMS OF HOLLAND, LLC

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

PARCEL ID:
64177024000



EASEMENT AREA
196,796 SQUARE FEET
OR 4.52 ACRES



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-15
A.C.	



TEMPORARY EASEMENT IN
OUTLOT U, FARMS OF
HOLLAND PLAT 2

DWG. NO.

E-1
1 OF 4

VEENSTRA & KIMM, INC.

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

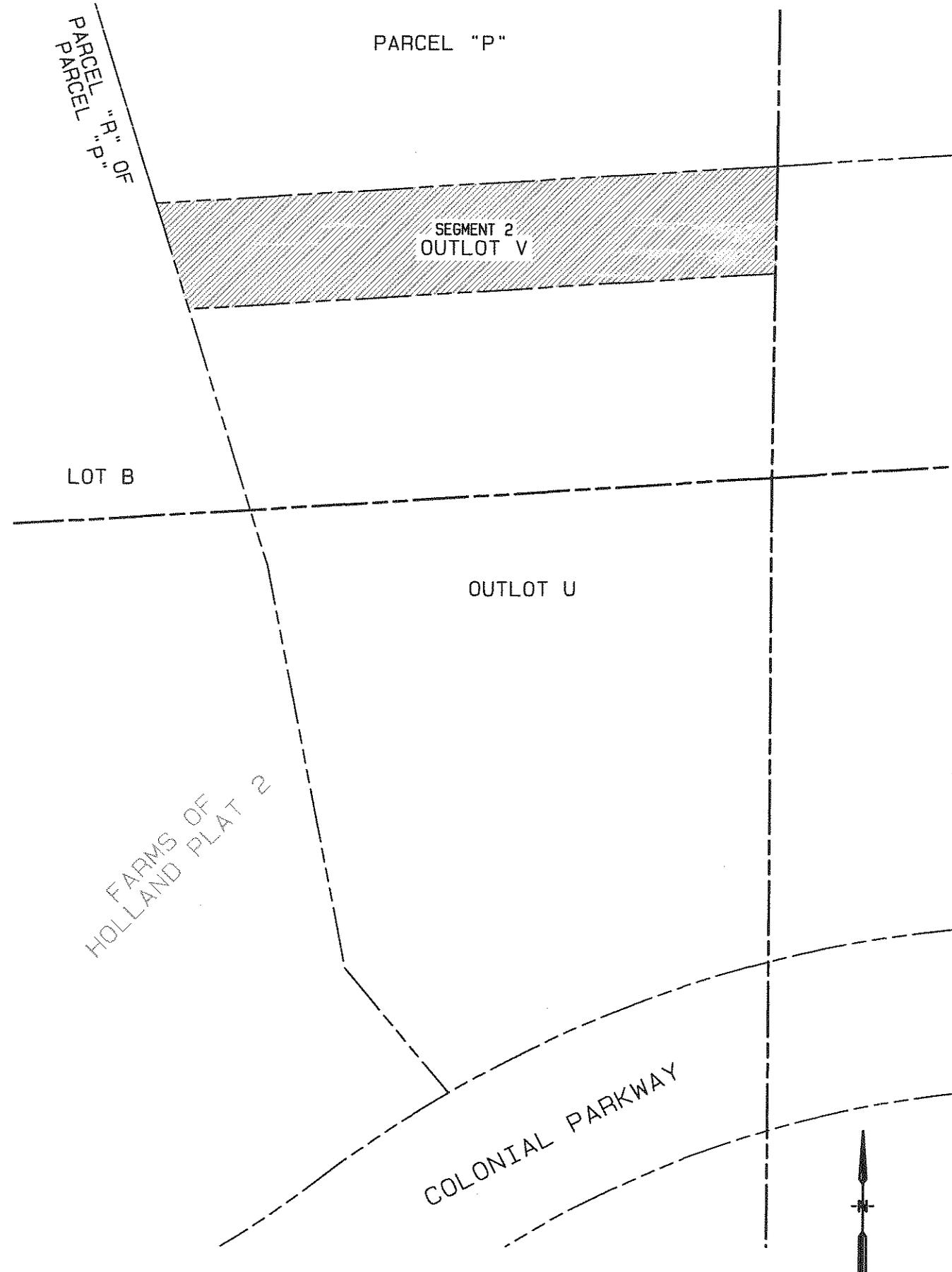
PROJECT 14278

EXHIBIT 'A' EASEMENT DRAWING

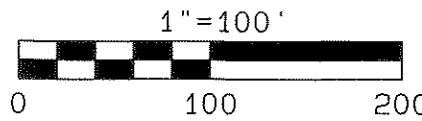
OWNER:
FARMS OF HOLLAND, LLC

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

PARCEL ID:
64177025000



EASEMENT AREA
35,778 SQUARE FEET
OR 0.82 ACRES



REV 1 05-23-16: CORRECTED AREA

SCALE	1"=100'		TEMPORARY EASEMENT IN OUTLOT V, FARMS OF HOLLAND PLAT 2		DWG. NO.
DRAWN	TJP			REV 1	
CHECKED	BJM		E-1		
APPROVED	AJB		2 OF 4		
DATE	04-19-16	VEENSTRA & KIMM, INC.	3000 Westown Parkway • West Des Moines, Iowa 50266-1320		
A.C.			515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)		
			PROJECT	14278	

EXHIBIT 'A' EASEMENT DRAWING

OWNER:
FARMS OF HOLLAND, LLC

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

PARCEL ID:
64177026000

BEARDSLEY STREET

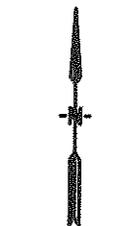
DEED
BK2004 PG7454

IOWA HIGHWAY 28

SEGMENT 3
OUTLOT X

FARMS OF
HOLLAND PLAT 2

LOT B



ASSUMED
NORTH



EASEMENT AREA
71,108 SQUARE FEET
OR 1.63 ACRES

1" = 50'



0 50 100

SCALE	1"=50'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-16
A.C.	



TEMPORARY EASEMENT IN
OUTLOT X, FARMS OF
HOLLAND PLAT 2

DWG. NO.

E-1
3 OF 4

VEENSTRA & KIMM, INC.

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

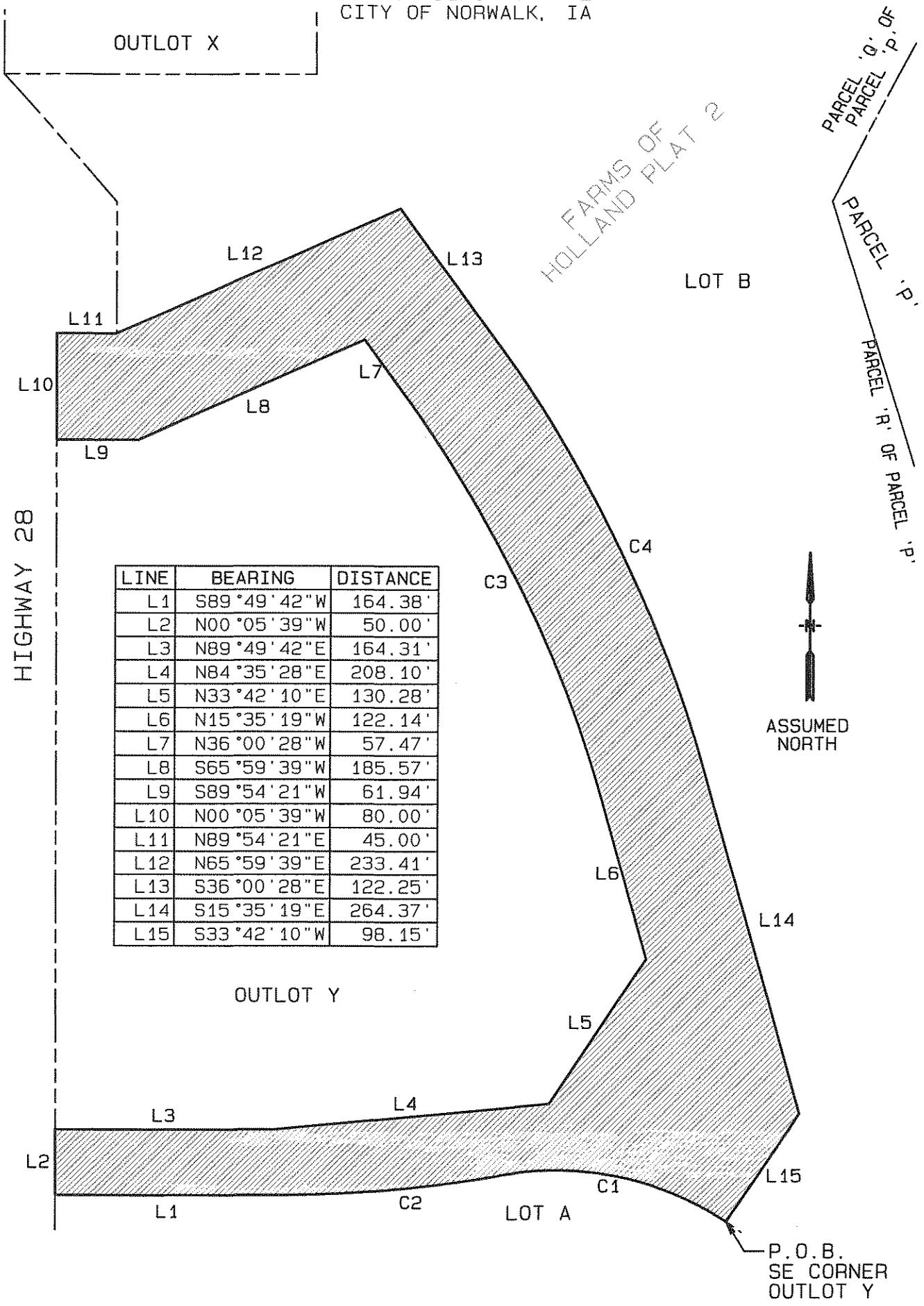
PROJECT 14278

OWNER:
FARMS OF HOLLAND, LLC

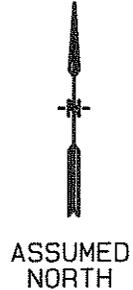
EXHIBIT 'A' EASEMENT DRAWING

PARCEL ID:
64177027000

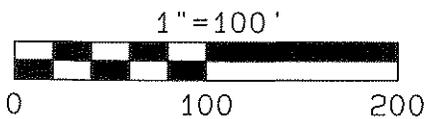
FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA



LINE	BEARING	DISTANCE
L1	S89°49'42"W	164.38'
L2	N00°05'39"W	50.00'
L3	N89°49'42"E	164.31'
L4	N84°35'28"E	208.10'
L5	N33°42'10"E	130.28'
L6	N15°35'19"W	122.14'
L7	N36°00'28"W	57.47'
L8	S65°59'39"W	185.57'
L9	S89°54'21"W	61.94'
L10	N00°05'39"W	80.00'
L11	N89°54'21"E	45.00'
L12	N65°59'39"E	233.41'
L13	S36°00'28"E	122.25'
L14	S15°35'19"E	264.37'
L15	S33°42'10"W	98.15'



 EASEMENT AREA
111,581 SQUARE FEET
OR 2.56 ACRES



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-16
A.C.	



VEENSTRA & KIMM, INC.

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

TEMPORARY EASEMENT IN
PART OF OUTLOT Y, FARMS
OF HOLLAND PLAT 2

DWG. NO.

E-1

4 OF 4

PROJECT 14278

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

Easement No. 2

**TEMPORARY CONSTRUCTION EASEMENT
FOR GRADING**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, City State Bank, of the County of Warren, State of Iowa, (hereinafter "Grantor"). in consideration of \$_____ 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 grading under, over, on, through and across the following described real estate:

Outlot B, Farms of Holland Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described as follows:

All of said Outlot B, Farms of Holland Plat 1.

Containing 179,923 square feet or 4.13 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A".



The temporary construction easement is for the purpose of the City to deliver soils and construct preliminary site grading of the easement area including excavation, embankment or fill construction, preliminary site grading, and transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

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 construct the aforementioned excavation, embankment or fill, grading, and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

The preliminary site grading of the easement area shall be as provided by the Grantor, now incorporated into the grading plan for the "Beardsley Regional Stormwater Detention Phase 2 - Grading and Drainage" plans.

Approved soils shall be delivered and placed in accordance with the aforementioned plans and specifications, and the Amended Development Agreement between Farms of Holland, L.L.C. and the City dated May ____, 2016.

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan as incorporated into the aforementioned plans.

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

That the Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds 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 Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

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

This easement is conditioned upon Grantee assuming the responsibility of ensuring that all of Grantee's Employees, Representatives, Contractors, and/or agents or other parties upon the property at the bequest or direction of Grantee shall be properly insured. Grantee shall hold Grantor harmless for all liabilities arising from Grantee's use of Grantor's property.

Liabilities related to ground water or erosion shall be as addressed in the aforementioned Development Agreement.



IN WITNESS WHEREOF, the foregoing has been entered into and executed this 10th day of June, 2016.

[Signature]
City State Bank

STATE OF Warren Iowa)
)ss.
COUNTY OF Warren)

On this 10th day of June, 2016, before me, a Notary Public in and for said State and county, personally appeared Steve Albrecht (signatory name), to me personally known, who being by me duly sworn or affirmed did say that that person is President (official title) of said City State Bank (name of corporation or association) and that said instrument was signed on behalf of the said corporation or association by authority of its board of directors or trustees and the said Steve Albrecht, president (signatory name) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation or association by it voluntarily executed.



[Signature]
Notary Public in and for the State of IA
My commission expires 3-5, 2017

This section to be completed by City

Accepted by Resolution of the City Council of the City of Norwalk on the _____ day of _____, 20____.

EXHIBIT 'A'

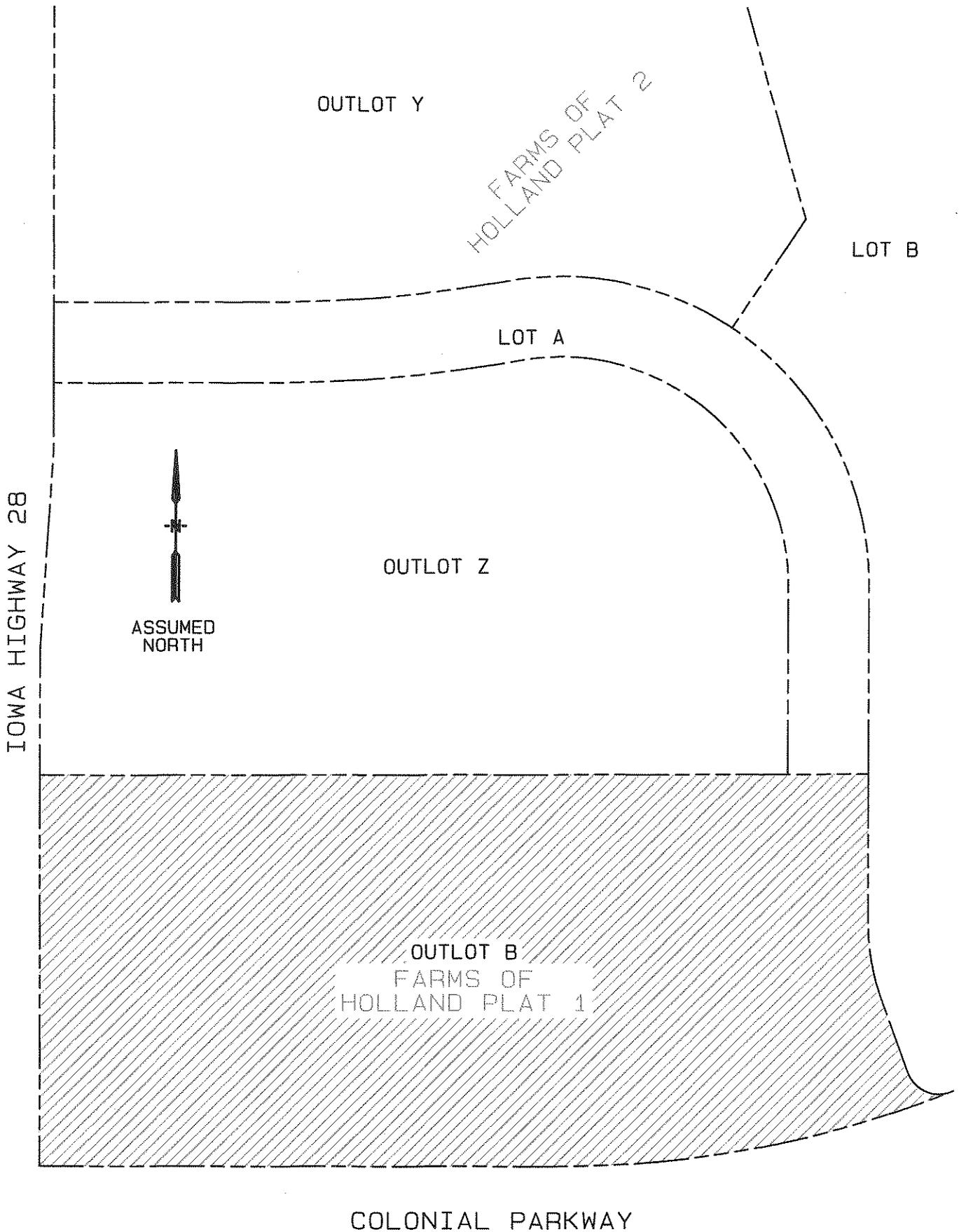
EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

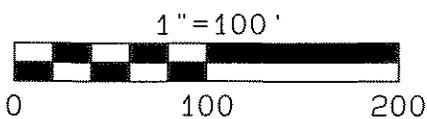
OWNER:
CITY STATE BANK

BOOK 2014 PAGE 5372

PARCEL ID:
64177012000



 EASEMENT AREA
179,923 SQUARE FEET
OR 4.13 ACRES



SCALE	1"=100'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	04-19-16
A. C.	



VEENSTRA & KIMM, INC.

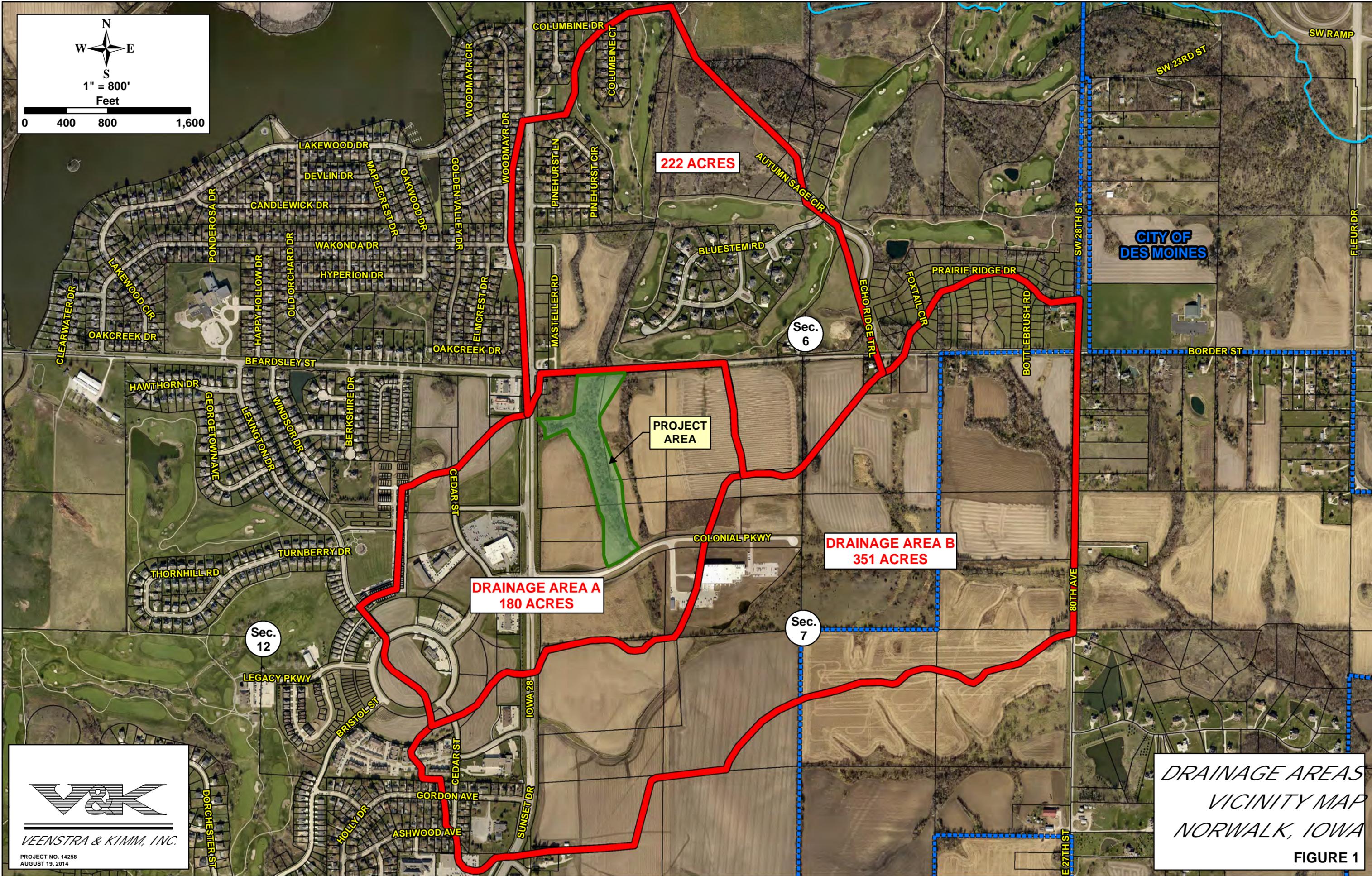
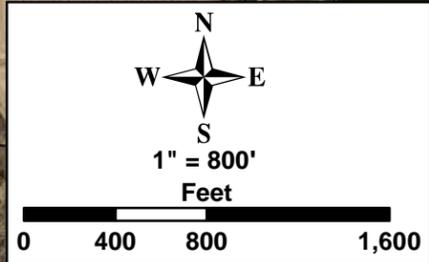
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

TEMPORARY EASEMENT IN
OUTLOT B, FARMS OF
HOLLAND PLAT 1

DWG. NO.

E-2
1 OF 1

PROJECT 14278



V&K
VEENSTRA & KIMM, INC.
PROJECT NO. 14258
AUGUST 19, 2014

*DRAINAGE AREAS
VICINITY MAP
NORWALK, IOWA*

FIGURE 1

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

Easement No. 3

TEMPORARY CONSTRUCTION EASEMENT FOR GRADING

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, KFH, L.L.C. , of the County of Warren, State of Iowa, (hereinafter "Grantor"). in consideration of \$ 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 grading under, over, on, through and across the following described real estate:

Outlot Z, Farms of Holland Plat 2, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described as follows:

All of said Outlot Z, Farms of Holland Plat 2.

Containing 159,855 square feet or 3.67 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A".

The temporary construction easement is for the purpose of the City to deliver soils and construct preliminary site grading of the easement area including excavation, embankment or fill construction, preliminary site grading, and transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

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 construct the aforementioned excavation, embankment or fill, grading, and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

The preliminary site grading of the easement area shall be as provided by the Grantor, now incorporated into the grading plan for the "Beardsley Regional Stormwater Detention Phase 2 - Grading and Drainage" plans.

Approved soils shall be delivered and placed in accordance with the aforementioned plans and specifications, and the Amended Development Agreement between Farms of Holland, L.L.C. and the City dated May _____, 2016.

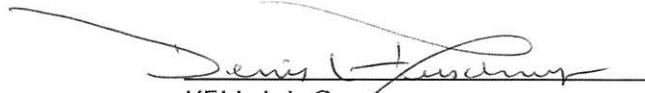
The Grantor does hereby covenant with the City that said Grantor has approved the grading plan as incorporated into the aforementioned plans.

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 Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds 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 Grantor covenants 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 3rd day of June, 2016.


KFH, L.L.C.

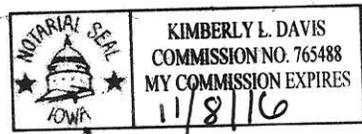
STATE OF Iowa)
)ss.
COUNTY OF Warren)

On this 3 day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

Denis L. Frischmeyer
to me known, who, being by me duly sworn, to be the
manager

of the Iowa limited liability 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 Denis L. Frischmeyer acknowledged the execution of the instrument to be the voluntary act and deed of the Iowa limited liability company.

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




Notary Public in and for the State of Iowa
My commission expires 11/8, 2016

This section to be completed by City

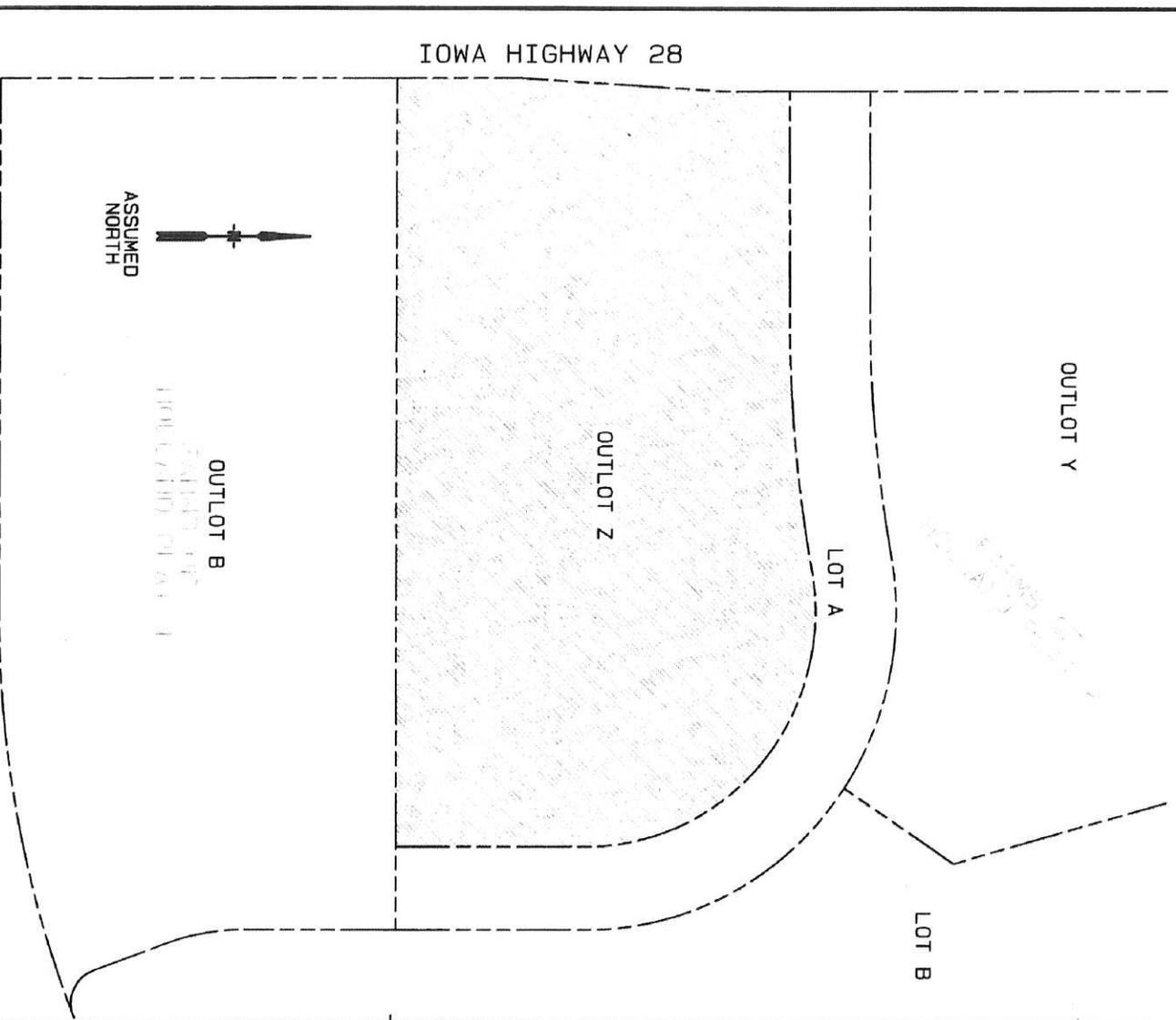
Accepted by Resolution of the City Council of the City of Norwalk on the _____ day of _____, 20____.

EXHIBIT 'A'

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORMALK, IA

OWNER:
KFH, LLC
BOOK 2016 PAGE 3876
PARCEL ID:
64177028000



□ EASEMENT AREA
159,835 SQUARE FEET
OR 3.67 ACRES



REV 1 05-31-16: CORRECTED OWNERSHIP

SCALE	1"=100'		TEMPORARY EASEMENT IN OUTLOT Z, FARMS OF HOLLAND PLAT 2	DMG. NO. REV 1 E-3 1 OF 1
DRAWN	TJP			
CHECKED	BJM			
APPROVED	AJB			
DATE	04-19-16	VEENSTRA & KIMM, INC.		
A.C.		3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7648 (FAO) • 800-241-8000 (MATS)		PROJECT 14278

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

Easement No. 4

TEMPORARY CONSTRUCTION EASEMENT FOR GRADING

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, United Properties Investments Company, L.C., of the County of Warren, State of Iowa, (hereinafter "Grantor"), in consideration of \$_____ 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 grading under, over, on, through and across the following described real estate:

Parcel 'P' of the Northwest fractional 1/4 of the Northwest 1/4 of Section 7, Township 77 North, Range 24 West of the 5th P.M., as described in Book 2014 on Page 8723 in the Warren County Recorder's Office, EXCEPTING THEREFROM Parcel 'R' and Parcel 'Q' of said Parcel 'P' as described in Book 2016 on Page 1450 in said Warren County Recorder's Office, Warren County, Iowa.

Temporary Construction Easement

Said temporary easement being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 'P'; thence South 86°26'02" West, 460.33 feet along the South line of said Parcel 'P' to the Southeast corner of said Parcel 'R'; thence North 17°15'56" West, 529.95 feet along the East line of said Parcel 'Q' to the South corner of said Parcel 'Q'; thence North 27°32'42" East, 593.71 feet along the East line thereof to the South right-of-way of Beardsley Street; thence South 00°00'00" West, 259.50 feet; thence South 27°32'42" West, 314.17 feet; thence South 17°15'56" East, 478.85 feet; thence North 86°26'02" East, 346.23 feet to the East line of said Parcel 'P'; thence South 00°27'08" West, 30.07 feet along said East line to the point of beginning.

Containing 127,099 square feet or 2.92 acres, more or less, as depicted on the easement drawing attached hereto as Exhibit "A".

14278
04-18-16

The temporary construction easement is for the purpose of the City to construct transition grading of the easement area necessary to facilitate construction of a regional stormwater detention facility adjacent to the temporary easement area.

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 construct excavation and transition grading of ground surface, using the required labor, materials and equipment to complete said excavation and grading as it deems necessary.

The final grading of the temporary easement area shall transition from the existing topography to the proposed topography of the regional stormwater detention facility generally at a grade of 5 feet horizontal to 1 foot vertical (5:1).

The Grantor does hereby covenant with the City that said Grantor has approved the grading plan for the temporary 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 Grantor does hereby covenant with the said City, and successors in interest, that said Grantor holds 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 Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

EXHIBIT 'A'

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
FOR GRADING FOR THE
CITY OF NORWALK, IA

OWNER:
UNITED PROPERTIES
INVESTMENT COMPANY, L.C.

BOOK 2014 PAGE 9619

PARCEL ID:

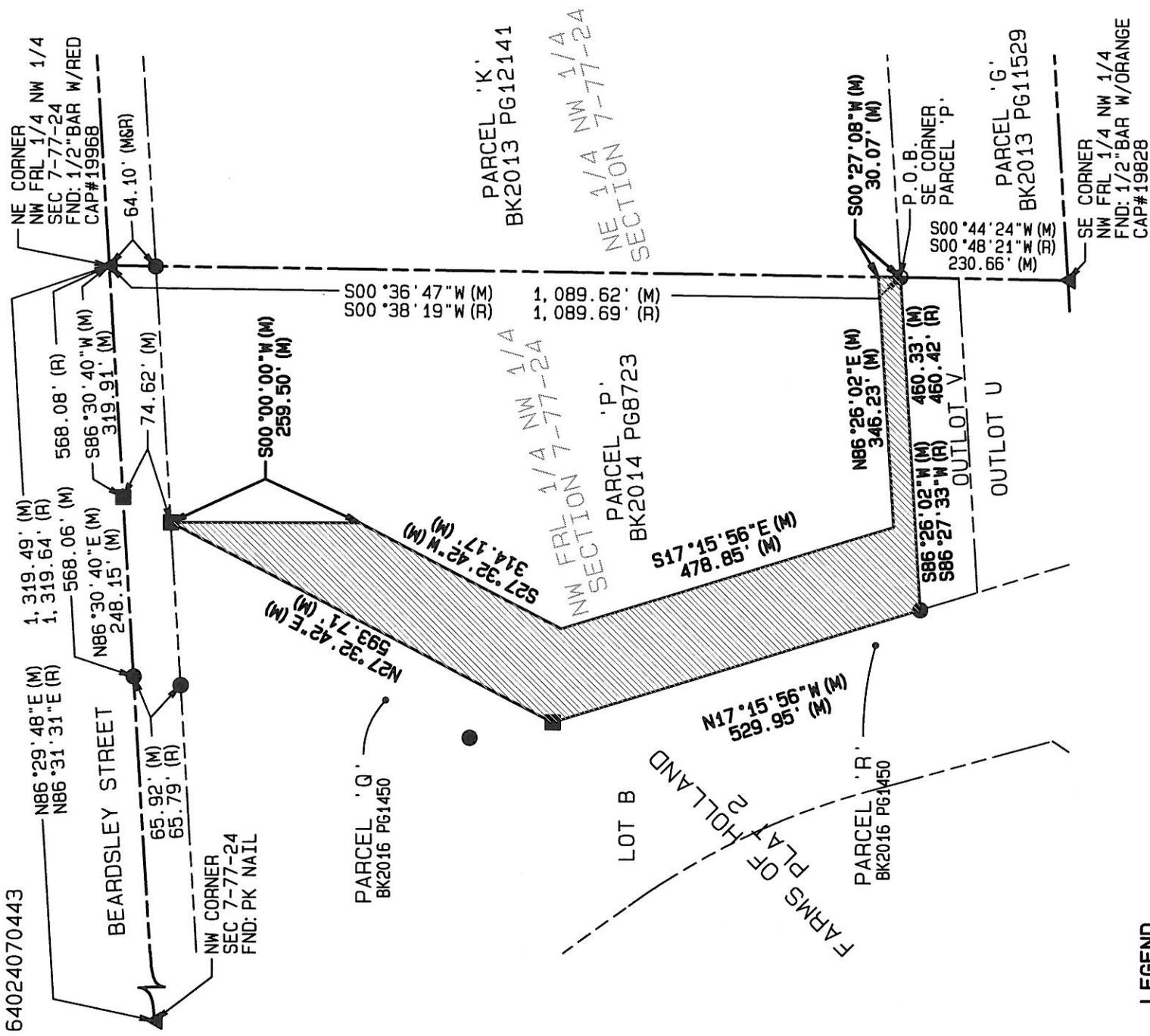
64024070443

ADDRESS:

7500 BLOCK OF
BEARDSLEY STREET
NORWALK, IA 50211

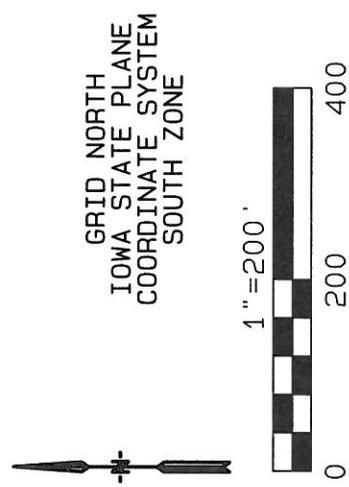
DATE OF SURVEY:

OCTOBER 2015



LEGEND

- ▲ FOUND SECTION CORNER AS NOTED
- ⊕ FOUND 1/2" I.P. W/YELLOW CAP# 12386
- FOUND 1/2" BAR W/ORANGE CAP# 19828
- FOUND 5/8" BAR W/YELLOW CAP# 19960
- (R) RECORDED BEARING OR DISTANCE
- (M) MEASURED BEARING OR DISTANCE
- ▨ EASEMENT AREA
127,099 SQUARE FEET



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

SCALE	1"=200'
DRAWN	TJP
CHECKED	BJM
APPROVED	AJB
DATE	01-04-16
A.C.	



TEMPORARY EASEMENT IN
PARCEL 'P', NW FRL 1/4
NW 1/4 SEC 7-77-24

DWG. NO.

E-4

PROJECT	1 OF 1
PROJECT	14278

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