

RESOLUTION NO. 25-2014

A RESOLUTION APPROVING THE SANITARY SEWER EASEMENT AGREEMENTS BETWEEN THE CITY OF GRISWOLD AND JAMES D. WYMAN AND GLENDA L. WYMAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRISWOLD, IOWA:

WHEREAS, the City desires to enter into a Sanitary Sewer Easement Agreement with James D. Wyman and Glenda L. Wyman, and

WHEREAS, the owners of the property shown in the attachment have executed the Agreement to permit the City to utilize property delineated in the agreement for the purpose of improving the Sanitary Sewer drainage in the area, and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the easement,

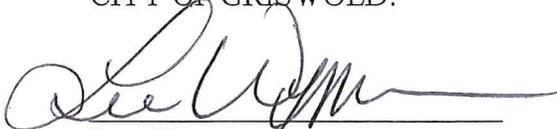
NOW, THEREFORE IT BE RESOLVED that the attached agreement between the City of Griswold and James D. Wyman and Glenda L. Wyman is approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said agreements.

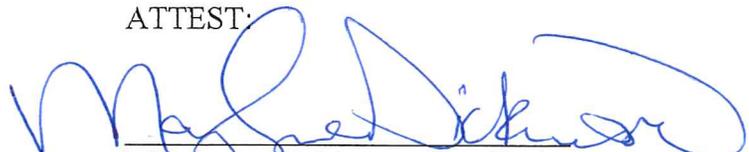
APPROVED AND ADOPTED this 9th day of June, 2014.

CITY OF GRISWOLD:

ATTEST:



Lee Wyman, Mayor



Marylynne Dickinson, City Clerk

Prepared by/Return to: David L. Wiederstein, 520 Chestnut Street, Atlantic, IA 50022; 712-243-5406

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That James D. Wyman and Glenda L. Wyman ("Grantor") are the owners of the real estate described as follows:

Commencing at the Northeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 6, Township 74 North, Range 37 West of the 5th P.M., Cass County, Iowa; thence S. 0°00' W. along the East line of said SW $\frac{1}{4}$ 1,018.65 feet to the point of beginning; thence continuing S. 0°00' W. 468.25 feet to the Northerly right of way line of Highway No. 92; thence along said right of way line N. 89°17' W. 182.91 feet; thence N. 88°20' W. 99.40 feet; thence N. 0°24' E. 10.00 feet; thence N. 83°05' W. 352.28 feet; thence N. 0°24' E. 21.99 feet to a point; thence N. 59°16' E. 733.43 feet to the point of beginning.

in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, does hereby convey unto the City of Griswold, a municipal corporation, ("City") a perpetual Easement for Sanitary Sewer Right-of-Way under, over, through and across the following described real estate:

A strip of land located entirely in land described as Part of Lot 3 of the SW $\frac{1}{4}$ of Section 6, Township 74 North, Range 37 West of the 5th P.M. in Cass County, Iowa said strip being 20 feet in width lying 10 feet on each side of the following described center line: Commencing at a $\frac{1}{2}$ " rebar with yellow cap 6711 at the Southeast corner of Part of Lot 3 of the SW $\frac{1}{4}$ of Section 6, Township 74 North, Range 37 West of the 5th P.M. in Cass County, Iowa; thence North 00°00' East along the east line of said Part of Lot 3, a distance of 457 feet to a point over a sanitary sewer line, being the Point of Beginning; thence South 53°39' West along the centerline of said sanitary sewer line to a sanitary sewer manhole, a distance of 309 feet; thence South 21°54' West along said centerline, a distance of 254 feet to the north right of way line of Iowa Highway 92.

(hereinafter called "Easement Area") for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the City.
2. 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 City.
3. RIGHT OF ACCESS. The City 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.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY THE JURISDICTION. This Easement shall not be binding until it has received the final approval and acceptance by the City.
6. WAIVER OF CITY SANITARY SEWER FEES. For additional consideration in the conveyance of this Easement by Grantor to the City, the Grantor shall not be assessed sanitary sewer charges by the City until the death of the survivor of James D. Wyman and Glenda L. Wyman.

Grantor does HEREBY COVENANT with the City 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 by 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 12 day of June, 2014.

PROPERTY OWNER



James D. Wyman

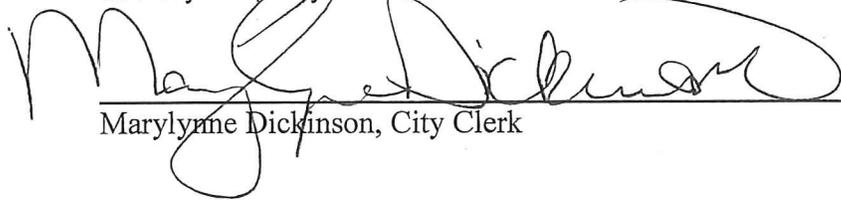


Glenda L. Wyman

CITY



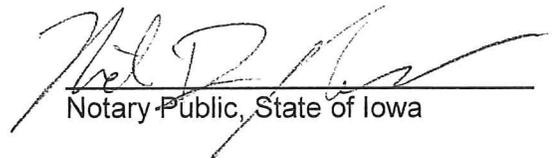
Lee Wyman, Mayor



Marylynn Dickinson, City Clerk

STATE OF IOWA, COUNTY OF CASS: ss.

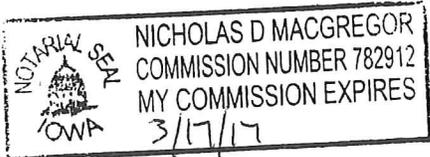
On this 12 day of June, 2014, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared James D. Wyman and Glenda L. Wyman, to me known to be the identical persons named in and who executed the same as their voluntary act and deed.

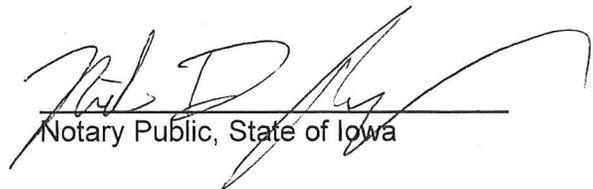


Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF CASS: ss.

I, the undersigned, a notary public in and for the county and the state aforesaid, do hereby certify that Lee Wyman, personally known to me to be the Mayor of the City of Griswold, and Marylynn Dickinson, personally known to me to be the City Clerk of the City of Griswold, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on the 12 day of June, 2014, in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk, and caused the corporate seal of said City to be affixed thereto, pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

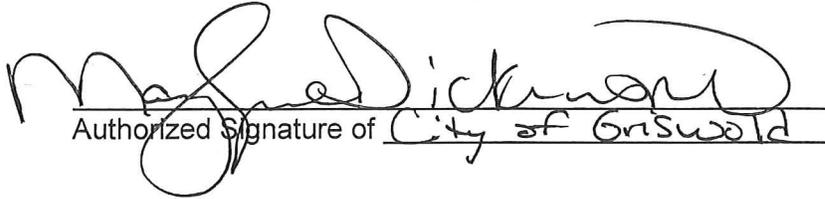




Notary Public, State of Iowa

I, Marylynne Dickinson, do hereby certify that the within and foregoing Easement was duly approved and accepted by the Griswold City Council by Resolution and Roll Call No. 25-2014, passed on the 9th day of June, 2014, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 17th day of June, 2014.


Authorized Signature of City of Griswold

SEWER LINE USE AGREEMENT

THIS SEWER LINE USE AGREEMENT ("AGREEMENT"), is made by and between the City of Griswold ("City") and James D. Wyman and Glenda L. Wyman ("Wyman's"), and the parties hereto recite as follows:

WHEREAS, the Wyman's reside at 205 Scott St., Griswold, IA 51535;

WHEREAS, a public underground sewer line extends across the Wyman's property at the aforementioned address;

WHEREAS, to the parties' knowledge, an express sewer line easement was never conveyed or given when the sewer line was installed;

WHEREAS, the City desires to have an express easement for the sewer line that is the subject of this Agreement; and

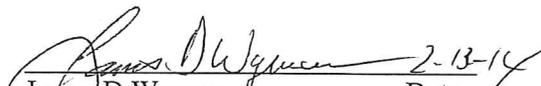
WHEREAS, in exchange for the Wyman's conveyance of an express sewer line easement to the City, the City will not charge to the Wyman's the prescribed sewer line fees/rents under the conditions described herein below.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

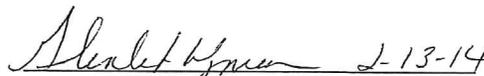
1. The City will not assess sewer line fees, charges, and/or rents to the Wyman's for the property they own (and presently reside in) located at 205 Scott St., Griswold, IA 51535.
2. The Wyman's will convey an express sewer line easement to the City within 30 days of the completion of a survey of the sewer line.
3. The expenses for the survey will be the responsibility of the City.
4. This Agreement shall remain in effect until the sooner to occur of the following:
 - a. The Wyman's sell or lease to another party the residence at 205 Scott St.;
 - b. The deaths of both of the Wyman's, or the survivor thereof; or

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT and it shall be in effect upon the date of the last signature entered herein below.


Lee Wyman, Mayor Date
2-12-14


James D Wyman Date
2-13-14


Marylynn Dickinson, Clerk Date
2-12-2014


Glenda L. Wyman Date
2-13-14