STORY COUNTY CONSERVATION

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
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www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: January 13, 2020

Re: Consideration of Grant of Limited Easement with Iowa Regional Utilities Association

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The attached Limited Easement grants Iowa Regional Utilities Association (IRUA) a temporary and permanent easement along the ROW at Hertz Family Woods and Nature Preserve to place a water line. The line will be placed with horizontal directional boring to limit ground disturbance.

Staff urges your approval.

_____	_____
Approval	Disapproval
_____	_____
Date	Date

Prepared by: Gayla E. Hannagan of Iowa Regional Utilities Association, 1351 Iowa Speedway Drive, Newton, Iowa. 50208 (Telephone: 641-792-7011)

WHEN RECORDED RETURN TO: Iowa Regional Utilities Association, R-O-W Department, 1351 Iowa Speedway Drive, Newton, Iowa 50208

LIMITED EASEMENT

No: 232-83-22-20-ZZ

RE:

A thirty (30') foot corridor lying immediately east of and running parallel to the East Right-of Way Line of Country Club Road across the following described tract:

Parcel "A", a tract of land lying within Outlots A and C, Timber Ridge Subdivision, Plat 1, in Section Twenty (20), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa, on January 6, 2012, as Inst. No. 12-00178, Slide 424, Page 6; subject to easements, restrictions and public roads of record.

Owners of Record: **Story County Conservation Board, Story County, Iowa**

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to Iowa Regional Utilities Association, ("Association") , its successors and assigns, a perpetual easement in, to, and running with such real estate,-together with a general perpetual right of ingress and egress upon such real estate of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto upon, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of 30 feet, the centerline of which will be the waterlines and appurtenances. During initial construction, no crop damage will be paid by the Association, unless otherwise agreed upon in writing. The Association will try to place the pipe lines within about ten to twenty feet from fences adjacent to road rights of way except to avoid natural or man-made obstructions or to comply with governmental requirements or upon verbal requests of any owner or agent of any owner prior to initial construction. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to repairs or maintenance of its property after one year from the date of initial construction. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. If an owner's spouse is not presently a record owner, then the spouse signs this easement only for the purpose of relinquishing the legal spousal interests. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

Story County Conservation Board, Story County, Iowa

(By):_____ **(By):**_____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
(ss.
COUNTY OF _____)

On this _____ day of _____, A.D. 20___, before me, the Undersigned, a Notary Public in and for said State, personally appeared _____,
_____ to me personally known
or
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Sign in Ink)
_____(Print/type Name)
Notary Public in and for the County of _____
And State of Iowa

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officer(s):

_____
_____

_____ Corporate Seal is affixed
_____ No Corporate Seal procured
_____ PARTNERS(s):
_____ Limited Partnership
_____ General Partnership
_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s) or TRUSTEE(s)
_____ GUARDIAN(s) or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies):

_____
_____
_____
_____
_____
_____