

## **PUBLIC DRAINAGE EASEMENT**

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned Helen M. Evans and Michael Evans, Husband and Wife, John V. Stensland and Claudia Stensland, Husband and Wife, Paul H. Stensland, Single Joanne K. Stensland, Single and Suanne M. Colegrove and Jeffrey Colegrove, Husband and Wife, ("Grantors"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate:

A strip of land 60.00 feet in width across part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, being situated 30.00 feet on each side of the following centerline: Beginning at a point on the south line of said Northwest Quarter of the Northwest Quarter which is 285.72 feet east of the Southwest Corner thereof; thence N26°51'04"W, 317.57 feet; thence N30°22'26"W, 143.83 feet; thence N17°28'45"W, 113.63 feet; thence N29°36'29"W, 72.80 feet to the west line of said Section 12, and there terminating. (the "Easement Area") upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining prior written consent of the County.
3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement

Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.

5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.
6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees. However, Grantor, their successors and assigns shall be responsible for the maintenance and upkeep of the easement.
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Stensland Partnership Subdivision, by duly executed resolution of the Board.
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

BY Suanne Colegrove  
Suanne M. Colegrove

Jeffrey Colegrove  
Jeffrey Colegrove

STATE OF MINNESOTA :  
:SS  
DAKOTA COUNTY :

8th Subscribed and sworn to before me by Suanne M. Colegrove and Jeffrey Colegrove this  
day of November 2021

Krisna Rajagopala  
NOTARY PUBLIC in and for the State of ~~Iowa~~ Minnesota



Paul H. Stensland

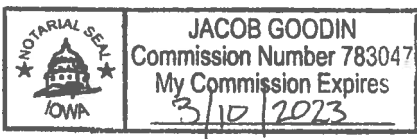
BY John V. Stensland  
John V. Stensland


Claudia Stensland  
Claudia Stensland

STATE OF IOWA :  
:SS  
WOODBURY COUNTY :

Subscribed and sworn to before me by John V. Stensland and Claudia this 12 day of November 2021


Jacob Goodin  
NOTARY PUBLIC in and for the State of Iowa



  
Joanne K. Stensland

STATE OF COLORADO :  
:SS  
TELLER COUNTY :

Subscribed and sworn to before me by Joanne K. Stensland, this 8 day of  
November 2021

  
NOTARY PUBLIC in and for the State of Iowa

JOEY LOPES  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214039712  
MY COMMISSION EXPIRES OCTOBER 7, 2025

BY Helen M. Evans  
Helen M. Evans

BY Michael Evans  
Michael Evans

STATE OF IOWA :  
                                  :SS  
STORY COUNTY :

19th Subscribed and sworn to before me by Helen M. Evans and Michael Evans, this day of November 2021.

Alyssa Nicole Duling  
NOTARY PUBLIC in and for the State of Iowa

