

**Public Access and Trail Easement
Recorders Cover Sheet**

Preparer Information:

Community Development Department
Johnston City Hall, P.O. Box 410
Johnston, IA 50131-0410

Return Document To:

Community Development Department
Johnston City Hall, P.O. Box 410
Johnston, IA 50131-0410

Grantors:

Grantees:

City of Johnston

Legal Description:

EASEMENT FOR PUBLIC ACCESS AND TRAIL

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called “Grantor”) in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Johnston, Iowa, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto the **CITY OF JOHNSTON, IOWA**, a municipal corporation (hereinafter called “City”), a perpetual easement for public access and trail right-of-way under, over, through, on, within, and across the following described real estate:

(Legal Description)

(hereinafter called “Easement Area”) for public access and trail purposes in a manner that will permit free and unobstructed use by pedestrians and non-motorized vehicles of the Easement Area for the purpose of obtaining access from one property to another and allow the City the right of access to the Easement Area for constructing, reconstructing, repairing, replacing, grading, improving, inspecting, and maintaining a public trail, together with necessary appurtenances thereto, under, over, through, on, within, and across said Easement Area, from time to time, as determined by the City.

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

1. **ERECTION OF STRUCTURES PROHIBITED:** Grantor and its successors and assigns shall not erect any building, structure or fence over or within the Easement Area without obtaining prior written consent of the City.
2. **OBSTRUCTIONS PROHIBITED:** Grantor and its successors and assigns shall not erect or cause to be placed on the Easement Area any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth which could obstruct, impede, or otherwise interfere with the use of the Easement Area as a trail without obtaining the prior written approval of the City.
3. **CHANGE OF GRADE PROHIBITED:** Grantor and its successors and assigns shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining prior written consent of the City. Nothing herein shall be interpreted to exclude the construction of trails in accordance with Chapter 138, Street Grades, of the Johnston Revised Ordinances of 2007.
4. **RIGHT OF USE AND ACCESS:** The public shall have the privilege of use of the Easement Area, subject to the Johnston Revised Ordinances of 2007 applicable to the use of public walkways and public streets. The City shall have the right of access from any point on the Easement Area for the purpose of maintenance, repair, replacement, or reconstruction, as determined by the City, to include removal of any obstructions, structures, planting, or material placed or erected in the Easement Area.

5. **MAINTENANCE AND REPAIR:** The maintenance of the Easement Area is the sole responsibility of the Grantor, and its successors and assigns. This is in accordance with Chapter 135.10, Maintenance of Parking or Terrace of the Johnston Revised Ordinances of 2007.
6. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
7. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent acts or omissions of Grantor or its employees, agents, or representatives.
8. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors, assigns, permittees, and licensees, including the public.
9. **APPROVAL.** This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.

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 covenants 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 shares, 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 context.

Signed this _____ day of _____, 20____.

GRANTOR: _____

By: _____

Print Name: _____

Its: _____

STATE OF IOWA)
 (ss
COUNTY OF POLK)

On this _____ day of _____, 20____, before
me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared
_____, to me known to be the
identical person(s) named in the foregoing instrument and who executed the same as
his/her/their voluntary act and deed.

Notary Public in and for the
State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Johnston, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Johnston by Resolution No. _____ passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of Johnston, Iowa

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