

**Overland Flowage Easement
Recorders Cover Sheet**

Preparer Information:

Community Development Department
Johnston City Hall, P.O. Box 410
Johnston, IA 50131-0410
515-278-2344

Return Document To:

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

Grantors:

Grantees:

City of Johnston, Iowa

Legal Description:

EASEMENT FOR OVERLAND FLOWAGE

KNOW ALL PERSONS 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 overland surface water flowage over, under, through, and across the following described real estate:

[LEGAL DESCRIPTION]

(hereinafter called the "Easement Area") for the purpose of the City constructing, reconstructing, repairing, grading, improving, and maintaining the surface of said Easement Area in a manner that will permit the free and unobstructed flow of surface water over and across the Easement Area for the purpose of draining areas as, from time to time, 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 structure, building, or fence over or within the Easement Area without obtaining the prior written approval 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 normal flow of surface water over or the maintenance of a storm sewer in the Easement Area without obtaining the prior written approval of the City.
3. **MAINTENANCE OF EASEMENT.** Grantor and its successors and assigns shall keep and preserve the Easement Area in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the City's use and enjoyment of the Easement Area for the purposes described herein. Except as specified herein, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor and its successors and assigns.
4. **CHANGE IN 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 the prior written consent of the City.
5. **RIGHT OF ACCESS.** City shall have the right of access to the Easement Area from property adjacent 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, structures, planting, or material placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary consistent with its purpose.
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. **PROPERTY TO BE RESTORED.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration.
8. **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.
9. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
10. **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 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.

[Signature page follows]

GRANTOR: _____ (Print Grantor Name)

By: _____ (Signature)

Name: _____ (Print Name)

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me this _____ day of _____, 20____, by _____ (Print Name), to me personally known, who being by me duly sworn, did say that they are the _____ (Title) of _____ (Print Grantor Name), on behalf of whom the record was executed.

Notary Public in and for said State

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