

RESOLUTION 1180

RESOLUTION APPROVING THAT CERTAIN AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT FOR THE PROVISION OF SAFE TRAFFIC AND PEDESTRIAN CIRCULATION IN AND AROUND THE HERBERT HOOVER ELEMENTARY AND MIDDLE SCHOOL COMPLEX.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to add sidewalks, make road and drainage improvements and provide for the safe circulation of traffic in and around the Herbert Hoover Elementary and Middle School Complex; and

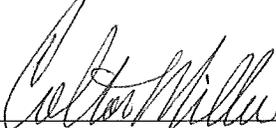
WHEREAS, these safety improvements require a perpetual access easement agreement to be made and entered into by and between the City of West Branch and the West Branch Community School District; and

WHEREAS, the City Attorney and City Staff have prepared a perpetual access easement agreement for the review of the West Branch Community School District; and

WHEREAS, the perpetual access easement agreement requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned easement agreement with the West Branch Community School District be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 3<sup>rd</sup> day of March, 2014.

  
\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk



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Document 2014 668 Pages 4  
Date 3/24/2014 Time 9:55:11AM  
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MELISSA HELMOLD, RECORDER  
CEDAR COUNTY IOWA

Preparer Information: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277.  
Return document to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319)643-5888.

**PERPETUAL ACCESS EASEMENT**

THIS AGREEMENT, made and entered into by and between **West Branch Community School District**, hereinafter referred to as "GRANTOR," and the **City of West Branch**, a municipal corporation, PO Box 218, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

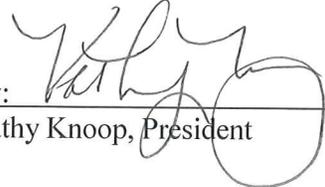
1. THAT UNDERSIGNED GRANTORS state that GRANTORS are the lawful possessors of certain real estate property situated in Cedar County, Iowa, said real estate property being two adjacent portions of two adjacent parcels, the portion of the first parcel being approximately 33,129 square feet and the portion of the second parcel being approximately 941 square feet, more specifically described as the North 82.00 feet of Lot 20 of Reeder's Plat of the Town of West Branch, Iowa as recorded in Town Lot Deed Book S, Page 352 of the Cedar County Records AND the North 82.00 feet of the West 11.48 feet of Lot 21 of Reeder's Plat of the Town Of West Branch as recorded in Town Lot Deed Book S, Page 352 of the Cedar County Records; (hereafter collectively the "Property"), said Property being depicted on the drawing attached hereto as Exhibit "A" and by this reference being incorporated into this Agreement.
2. That GRANTORS state that said possession is not subject to any other third-party possessory or proprietary interests.
3. That GRANTORS hereby grant and convey to the CITY and the general public a nonexclusive perpetual access easement across the Property for the purposes of providing the CITY with access from CITY property upon which the water tower sits to N. Maple Street.

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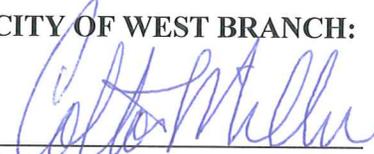
4. That GRANTORS hereby covenant that GRANTORS are lawfully seized, possessed, and are the owners of the real estate described above, and that GRANTORS have a good and lawful right to convey this easement.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY'S rights pursuant to this easement.
6. That CITY and general public shall have the right of ingress and egress to and from the Perpetual Access Easement by such route as shall occasion the least practical damage and inconvenience to the GRANTORS.
7. That GRANTORS reserve the right to use the above-described real estate for purposes which shall not interfere with the CITY'S or public's full enjoyment of the rights granted in this easement.
8. That CITY will continue to maintain the City's property, upon which the water tower sits and which provides the entrance to the Property described above in Section 1 and depicted in "Exhibit A," and the North Maple Street right-of-way which provides the exit from the Property described above in Section 1 and depicted in "Exhibit A."
9. That GRANTORS will continue to maintain their Property as described above in Section 1 and depicted in Exhibit "A."
10. That GRANTORS acknowledge that possession of the Property hereto is the essence of this Agreement and that, accordingly, GRANTORS do hereby grant the CITY immediate possession of said real property to provide access to N. Maple Street to the CITY and the general public.
11. That provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution.
12. That this written Perpetual Access Easement Agreement constitutes the entire agreement between GRANTORS and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 7<sup>th</sup> day of March, 2014.

**GRANTORS:**

By:   
 Kathy Knoop, President

**CITY OF WEST BRANCH:**

  
 Colton Miller, Mayor Pro Tem

ATTEST:

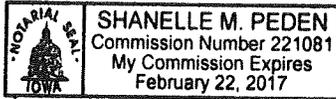
  
Angie Klinkhammer, Secretary

ATTEST:

  
Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this 10<sup>th</sup> day of March, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Colton Miller and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Colton Miller and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



  
Notary public

STATE OF IOWA, CEDAR COUNTY, ss:

On this 7<sup>th</sup> day of March, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathy Knoop and Angie Klinkhammer, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Directors of the West Branch Community School District; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the Board of Directors; and Kathy Knoop and Angie Klinkhammer acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

  
Notary public

