City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MJP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: September 23, 2020

SUBJECT: Water Distribution Main Replacements - 2020
- Watermain Easement
- Temporary Easement for Watermain Construction

Plans for the Water Distribution Main Replacements project include the elimination of a dead-end watermain on S. Court Street. Elimination of the dead-end watermain is proposed by connection to an existing watermain near the Middle Raccoon River. The connection requires watermain construction across privately-owned property.

Nadine M. Lengeling, owner of the property, has consented to providing a permanent Watermain Easement and a Temporary Easement for Watermain Construction for the construction and maintenance of the watermain. The conditions of the Easements, along with plats, are detailed in the attached Easements and summarized as follows:

WATERMAIN EASEMENT

The permanent Watermain Easement is triangular in shape located at the south end of S. Court Street, approximately 2,450 square feet in size. The consideration included in the Easement is $5,000.00.

TEMPORARY EASEMENT FOR WATERMAIN CONSTRUCTION

The Temporary Easement is trapezoidal in shape located at the south end of S. Court Street, approximately 401 square feet in size. The Temporary Easement terminates 90 days after completion of construction or 18 months from the date of acceptance, whichever occurs first. Consideration included in the Easement is $400.00.

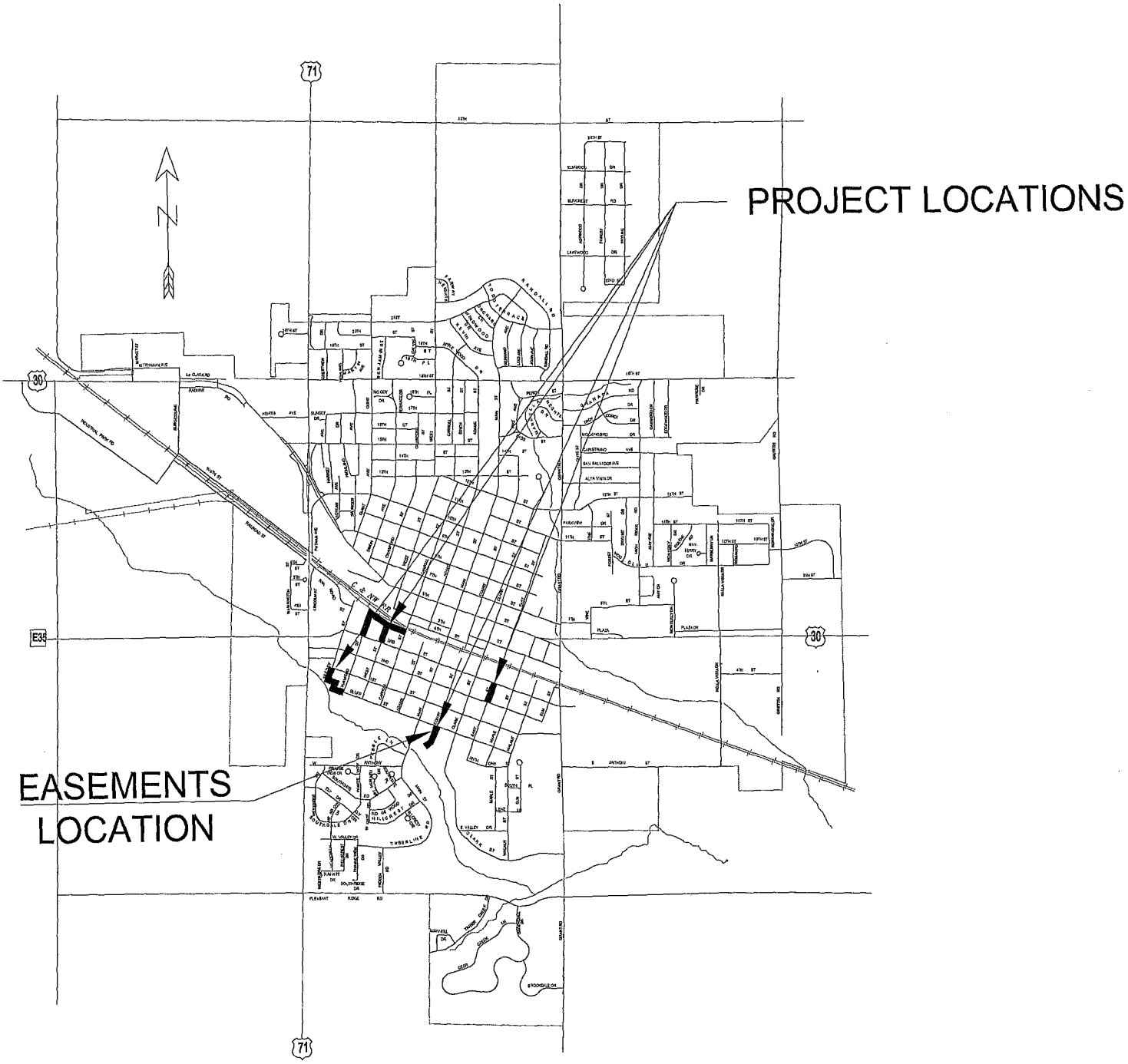
RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolutions approving and accepting the Watermain Easement and the Temporary Easement for Watermain Construction from Nadine M. Lengeling for the Water Distribution Main Replacements – 2020 project.

RMK:ds

attachments (5)

WATER DISTRIBUTION MAIN REPLACEMENTS 2020

CARROLL, IOWA



RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING A WATERMAIN EASEMENT FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2020 PROJECT FROM NADINE M. LENGELING.

WHEREAS, the City's Water Distribution Main Replacements – 2020 project, previously adopted by the City Council, includes construction of watermain across privately-owned property; and,

WHEREAS, Nadine M. Lengeling has offered to the City a Watermain Easement across property described as:

> A parcel of land located in the 10th Addition to the City of Carrol, Carroll County, Iowa, more particularly described as follows: Referring to the southeast corner of Lot 7, Block 74 of said 10th Addition as the point of beginning; thence S69°57'05"E, 70.00 feet; thence S65°26'04"W, 99.66 feet to the west right-of-way line of the southerly extension of S. Court Street; thence N20°49'14"E on said west line, 70.00 feet to the point of beginning. Containing 2,450 square feet (0.06 acres), more or less.

The Easement is for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining a watermain across the property; and,

WHEREAS, the City Council has determined that the Easement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Watermain Easement across the above-stated property granted by Nadine M. Lengeling is approved and accepted.

Passed and approved by the Carroll City Council this 28th day of September, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING A TEMPORARY EASEMENT FOR WATERMAIN CONSTRUCTION FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2020 PROJECT FROM NADINE M. LENGELING.

WHEREAS, the City's Water Distribution Main Replacements – 2020 project, previously adopted by the City Council, includes construction of watermain across privately-owned property; and,

WHEREAS, Nadine M. Lengeling has offered to the City a Temporary Easement for Watermain Construction across property described as:

> A parcel of land located in the 10th Addition to the City of Carroll, Carroll County, Iowa, more particularly described as follows: Referring to the southeast corner of Lot 7, Block 74 of said 10th Addition; thence S69°57'05"E, 70.00 feet to the point of beginning; thence continue S69°57'05"E, 10.00 feet to the southwest corner of Lot 6, Block 75 of said 10th Addition; thence S20°35'46"W on the east right-of-way line of the southerly extension of S. Court Street, 20.00 feet; thence N69°56'59"W, 30.08 feet; thence N65°26'04"E, 28.47 feet to the point of beginning. Containing 401 square feet (0.01 acres), more or less.

The Easement is for the purpose of the City constructing a watermain across the property; and,

WHEREAS, the City Council has determined that the Easement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Temporary Easement for Watermain Construction across the above-stated property granted by Nadine M. Lengeling is approved and accepted.

Passed and approved by the Carroll City Council this 28th day of September, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Prepared by and Return to: Randall M. Krauel, City of Carroll, 627 N. Adams Street, Carroll, Iowa 51401

WATERMAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Nadine M. Lengeling (hereinafter called "Grantor") in consideration of the sum of Five Thousand dollars ($5,000.00) to be paid by the City of Carroll, Iowa, upon final approval and acceptance of this Easement by the City of Carroll, Iowa, does hereby convey unto the City of Carroll, Iowa, a municipal corporation, (hereinafter called "Jurisdiction") a perpetual Easement for Watermain Right-of-Way under, over, through and across the following described real estate:

A PARCEL OF LAND LOCATED IN THE 10TH ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 74 OF SAID 10TH ADDITION AS THE POINT OF BEGINNING; THENCE S69°57'05"E, 70.00 FEET; THENCE S65°26'04"W, 99.66 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERLY EXTENSION OF S. COURT STREET; THENCE N20°49'14"E ON SAID WEST LINE, 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,450 SQUARE FEET (0.06 ACRES), MORE OR LESS.

(hereinafter called "Easement Area") for the purpose of the Jurisdiction constructing, reconstructing, repairing, enlarging and maintaining a watermain, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Jurisdiction.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Jurisdiction.

3. USE OF EASEMENT AREA. Grantor shall have the right to use the Easement Area for any purpose that is not prohibited or restricted by this Watermain Easement or any other legal prohibition or restriction.

4. RIGHT OF ACCESS. The Jurisdiction shall have the right of access 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 or structures placed or erected on the Easement Area.

5. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

6. LIABILITY. Except as may be caused by the negligent acts or omissions of the Jurisdiction, its employees, agents or its representatives, the Jurisdiction 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 Jurisdiction's exercise of this Easement. Grantor agrees to indemnify and hold Jurisdiction, 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 or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. APPROVAL BY THE JURISDICTION. This Easement shall not be binding until it has received the final approval and acceptance by the Jurisdiction.

Grantor does HEREBY COVENANT with the Jurisdiction 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.

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.

Signed this 14 day of Sept, 2020.

Nadine Lengeling

Nadine M. Lengeling

STATE OF IOWA
CARROLL COUNTY, ss

This instrument was acknowledged before me on September 14, 2020, by Nadine Lengeling as Owner of the above entitled real estate.

DEBRA K. GOETZINGER
Commission Number 106061
MY COMMISSION EXPIRES
4-22-2022

Debra K Goetzinger

Notary Public

CONSENT OF MORTGAGEE

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, the present holder of Mortgage, dated the 17th day of August, 2020 and recorded in the records of the office of the Recorder of Carroll County, State of Iowa, Instrument # 2020-2698 on the 21st day of August, 2020 —, — does hereby consent to the granting of the foregoing easement and further covenant and agree that its Mortgage shall be subordinated and subject thereto.

Executed this 17th day of September, 2020.

BANK: Availa Bank

By

Title: Market President

By

Title: VICE PRESIDENT

STATE OF Iowa

COUNTY OF Carroll ss:

On this 17th day of September, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Sean Haluska and Sarah Culligan Irlbeck to me personally known, who, being by me duly sworn, did say that they are the Market President and Vice President of Bank executing the within and foregoing instrument to which this is attached, that the seal affixed hereto has been procured by said corporation (no seal has been procured by the said corporation); that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Sean Haluska and Sarah Culligan Irlbeck as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
MALLORY BACHMAN
Commission Number 787265
My Commission Expires
December 01, 2020

Notary Public for the State of Iowa

APPROVAL BY JURISDICTION

I, Eric P. Jensen, Mayor, do hereby certify that the within and foregoing Easement was duly approved and accepted by the Carroll City Council by Resolution No.____, passed on the ____ day of _____, 2020.

Signed this _____ day of _____, 2020.

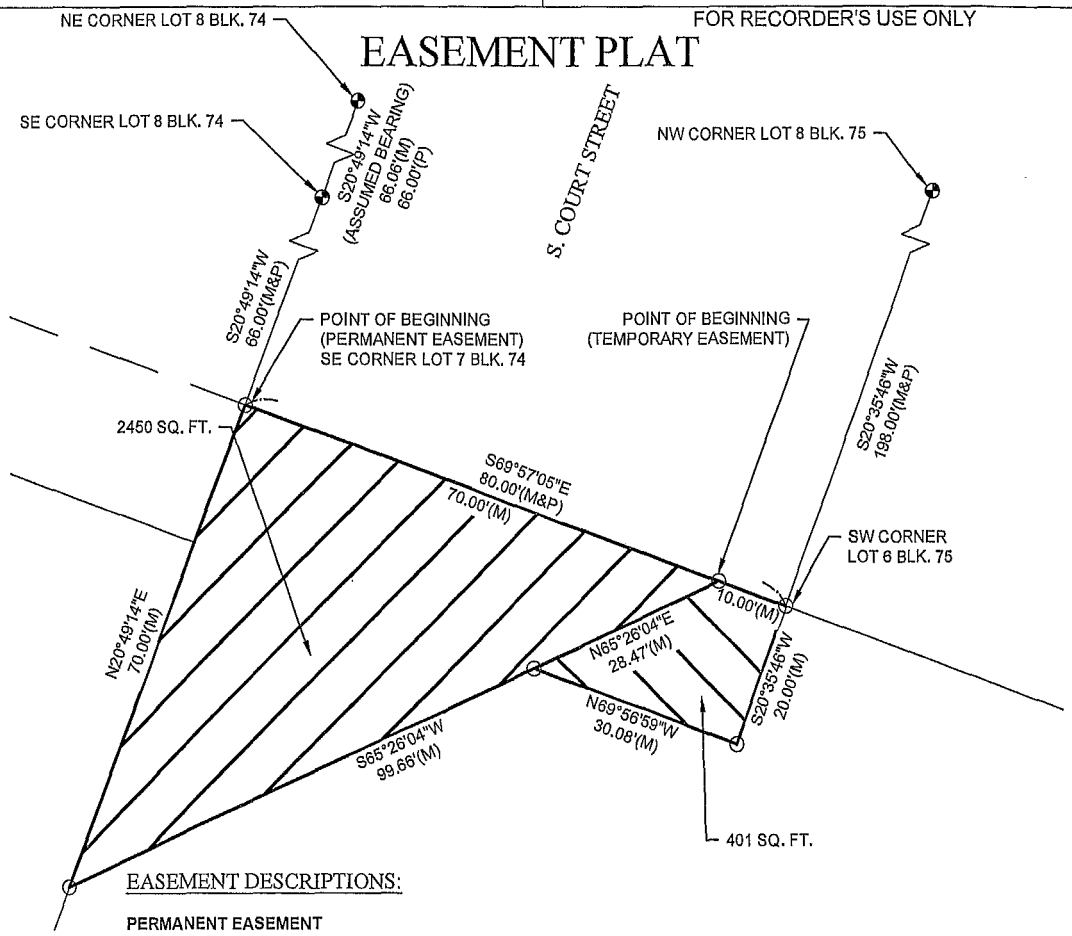
_____

Eric P. Jensen, Mayor

Index Legend	
Location:	PT BLOCK 77, 10TH ADDITION
	CITY OF CARROLL , CARROLL COUNTY
Requestor:	CITY OF CARROLL
Proprietor:	NADINE M. LENGELING
Surveyor/ Prepared By:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP INC.
Return To:	724 SIMON AVE. CARROLL, IA 51401

FOR RECORDER'S USE ONLY

EASEMENT PLAT



EASEMENT DESCRIPTIONS:

PERMANENT EASEMENT

A PARCEL OF LAND LOCATED IN THE 10TH ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 74 OF SAID 10TH ADDITION AS THE POINT OF BEGINNING; THENCE S69°57'05"E, 70.00 FEET; THENCE S65°26'04"W, 99.66 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERLY EXTENSION OF S. COURT STREET; THENCE N20°49'14"E ON SAID WEST LINE, 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2450 SQUARE FEET (0.06 ACRES), MORE OR LESS.

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN THE 10TH ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 74 OF SAID 10TH ADDITION; THENCE S69°57'05"E, 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S69°57'05"E, 10.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 75 OF SAID 10TH ADDITION; THENCE S20°35'46"W ON THE EAST RIGHT-OF-WAY LINE OF THE SOUTHERLY EXTENSION OF S. COURT STREET, 20.00 FEET; THENCE N69°56'59"W, 30.08 FEET; THENCE N65°26'04"E, 28.47 FEET TO THE POINT OF BEGINNING. CONTAINING 401 SQUARE FEET (0.01 ACRES), MORE OR LESS.

THE EAST LINE OF LOT 8, BLOCK 74 IS ASSUMED TO BEAR S20°49'14"W AND IS THE BASIS OF BEARING FOR THIS PLAT.

NOTE: ALL BEARINGS ARE ASSUMED

NOTE: ALL MONUMENTS SET ARE 5/8" X 24" REBAR WITH A YELLOW PLASTIC CAP "23586" UNLESS OTHERWISE NOTED.

DATE	8/19/2020
SCALE	1"=20'
DRAWN	MAF
JOB NO.	R191586
FIELD BOOK	CARROL #47
FIELD WORK	DJ
SHEET	1 OF 1
FILE NO.	

JEO CONSULTING GROUP

800.723.8567
Carroll, IA 712-792-9711
Ankeny, Iowa 515-964-5310
www.jeo.com

GRAPHIC SCALE

0 2 10 20

LEGEND

- MONUMENT FOUND
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- O.P.C. ORANGE PLASTIC CAP
- R.P.C. RED PLASTIC CAP

LICENSED PROFESSIONAL LAND SURVEYOR
MATTHEW A. FOUTS 23586
IOWA

I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts 8/19/2020
(signature) (date)

Printed or typed name: Matthew A. Fouts

License Number: 23586

My license renewal date is December 31, 2021

Pages or sheets covered by this seal:
SHEET 1 OF 1

TEMPORARY EASEMENT
FOR
WATERMAIN CONSTRUCTION

KNOW ALL PERSONS BY THESE PRESENTS:

That Nadine M. Lengeling (hereinafter called "Grantor") in consideration of the sum of Four Hundred dollars ($400.00) to be paid by the City of Carroll, Iowa, upon final approval and acceptance of this Easement by the City of Carroll, Iowa, does hereby convey unto the City of Carroll, Iowa, a municipal corporation, (hereinafter called "Jurisdiction") a Temporary Easement in connection with the construction of a watermain, which easement shall be over, through and across the following described real estate:

A PARCEL OF LAND LOCATED IN THE 10TH ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 74 OF SAID 10TH ADDITION; THENCE S69°57'05"E, 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S69°57'05"E, 10.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 75 OF SAID 10TH ADDITION; THENCE S20°35'46"W ON THE EAST RIGHT-OF-WAY LINE OF THE SOUTHERLY EXTENSION OF S. COURT STREET, 20.00 FEET; THENCE N69°56'59"W, 30.08 FEET; THENCE N65°26'04"E, 28.47 FEET TO THE POINT OF BEGINNING. CONTAINING 401 SQUARE FEET (0.01 ACRES), MORE OR LESS.

(hereinafter called "Easement Area").

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

1. PURPOSE OF EASEMENT. A watermain shall not be installed over or under the Easement Area. This easement is granted only for the purpose of allowing the Jurisdiction, its agents, employees, and contractors a right of temporary entry over the Easement Area to facilitate the hauling, transporting and storage of material and equipment during construction of a watermain on other property which is the subject of a separate permanent watermain easement.

2. PROPERTY TO BE RESTORED. The Jurisdiction, upon completion of the project shall restore the easement area in a good and workmanlike manner to its original condition as nearly as possible, including but not limited to the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures damaged by the Jurisdiction during the course of construction, except those items listed in paragraph 3 below for which the Jurisdiction shall instead compensate Grantor.

3. COMPENSATION TO GRANTOR. Grantor and Jurisdiction agree that the following items shall not be restored by Jurisdiction but are instead compensated for as indicated by the consideration set forth in this easement: None

   It is understood and agreed that the consideration set forth in this Easement constitutes full and adequate compensation for damages to the items listed in this paragraph.

4. TERMS OF EASEMENT. The rights granted to the Jurisdiction under this easement shall terminate 90 days after the above described watermain project has been completed or 18 months from the date of acceptance of this easement by the Jurisdiction, whichever occurs first.

Signed this 14 day of Sept., 2020.

Nadine Lengeling

Nadine M. Lengeling

STATE OF IOWA
CARROLL COUNTY, ss

This instrument was acknowledged before me on September 14, 2020, by Nadine Lengeling as Owner of the above entitled real estate.

Debra K. Goetzinger

Notary Public

NOTARIAL SEAL IOWA

DEBRA K. GOETZINGER
Commission Number 106051
MY COMMISSION EXPIRES
9-22-2022

CONSENT OF MORTGAGEE

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That the undersigned, the present holder of Mortgage, dated the 17th day of August, 2020 and recorded in the records of the office of the Recorder of Carroll County, State of Iowa, Instrument #2020-2698 on the 21st day of August, 2020 —, — does hereby consent to the granting of the foregoing easement and further covenant and agree that its Mortgage shall be subordinated and subject thereto.

Executed this 17th day of September, 2020.

BANK: Availa Bank

By

Title: Market President

By

Title: VICE PRESIDENT

STATE OF Iowa

COUNTY OF Carroll ss:

On this 17th day of September, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Sean Haluska and Sarah Culligan Irlbeck to me personally known, who, being by me duly sworn, did say that they are the Market President and Vice President of Bank executing the within and foregoing instrument to which this is attached, that the seal affixed hereto has been procured by said corporation (no seal has been procured by the said corporation); that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Sean Haluska and Sarah Culligan Irlbeck as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
MALLORY BACHMAN
Commission Number 787265
My Commission Expires
December 01, 2020

Notary Public for the State of Iowa

APPROVAL BY JURISDICTION

I, Eric P. Jensen, Mayor, do hereby certify that the within and foregoing Easement was duly approved and accepted by the Carroll City Council by Resolution No.____, passed on the ____ day of _____, 2020.

Signed this _____ day of _____, 2020.

_____

Eric P. Jensen, Mayor

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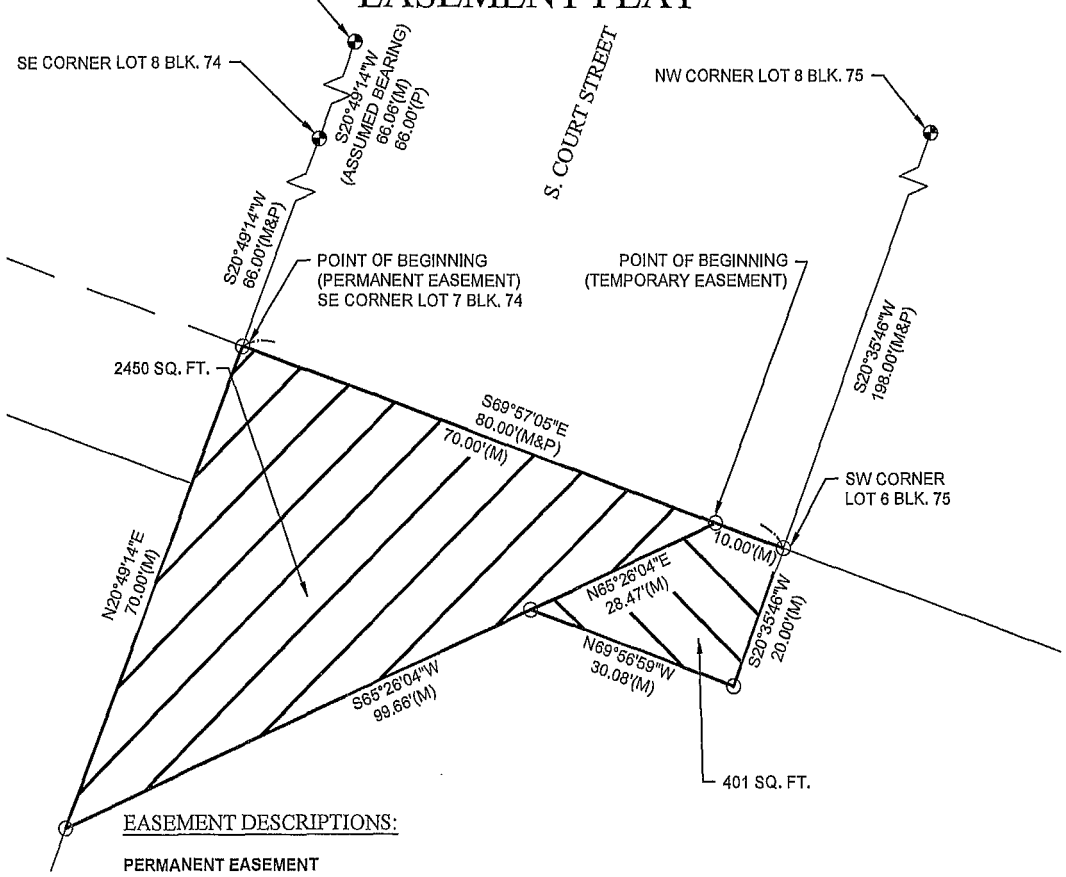
FOR RECORDER'S USE ONLY

EASEMENT PLAT



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- R.P.C. RED PLASTIC CAP

LICENSED PROFESSIONAL LAND SURVEYOR
MATTHEW A. FOUTS 23586
IOWA

I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts 8/19/2020
(signature) (date)

Printed or typed name: Matthew A. Fouts

License Number: 23586

My license renewal date is December 31, 2021

Pages or sheets covered by this seal:
SHEET 1 OF 1