



MUSCATINE

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

MEMORANDUM

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Dave Gobin, Director of Community Development

From: Adam Thompson, Community Development Coordinator

Date: September 18, 2017

Re: Resolution accepting and approving utility easement

INTRODUCTION: CenturyLink is requesting the City of Muscatine approve the attached utility easement. The electric line put in place is to power a source-transformer in front of the airport terminal building. CenturyLink indicated that placement of the electric line was an emergency, and the work has already been completed. Muscatine Power & Water and the City Engineer have reviewed and approved the easement. Before the easement can be recorded, it must be approved by City Council.

RECOMMENDATION/RATIONALE: It is recommended that City Council approve the attached resolution accepting and approving the attached utility easement.

1. Resolution
2. Easement

Prepared by Adam Thompson – City Hall – 215 Sycamore St. – Muscatine, IA 52761 – 563.262.4141

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AND APPROVING UTILITY EASEMENT AT
MUSCATINE MUNICIPAL AIRPORT**

WHEREAS, CenturyLink is requesting a three-foot utility easement; and

WHEREAS, CenturyLink is placing an electric line to power a source-transformer in front of the airport terminal building; and

WHEREAS, Muscatine Power & Water and the City Engineer have approved the easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that the attached easement request be accepted and approved by the City of Muscatine City Council

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2017.

**CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA**

ATTEST:

Diana Broderson, Mayor

Gregg Mandsager, City Clerk

After recording please return to:

Teresa Shepardson
45537 Road 786
Mason City, NE 68855
402-694-8599

Prepared by:

Teresa Shepardson
45537 Road 786
Mason City, NE 68855
402-694-8599

EASEMENT AGREEMENT

The City of Muscatine, Iowa, a municipal corporation, of Muscatine County, Iowa ("Grantor"), having an address of 215 Sycamore Street, Muscatine, IA 52761 for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Qwest Corporation, a Colorado corporation, d/b/a CenturyLink QC, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Services, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities") over, under and across the following real property located in the County of Muscatine, State of Iowa, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT.

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) A temporary right of way adjacent to the Easement Tract to be used during all periods of construction, reconstruction, upgrade, reinforcement, repair and removal of the Facilities upon a strip of land 10' feet wide measured from the exterior boundaries of the Easement Tract;
- (2) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and
- (3) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE TO FOLLOW.]

GRANTOR:
City of Muscatine, Iowa,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____, of City of Muscatine, Iowa, a municipal corporation.

My commission expires:

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

A 3 foot wide utility easement situated in a part of the Southwest Quarter of the Southeast Quarter of Section 24, and part of the Northwest Quarter of the Northeast Quarter of Section 25, all in Township 76 North, Range 3 West of the Fifth Principal Meridian, Muscatine County, Iowa whose centerline is more particularly described as follows:

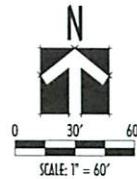
Commencing at the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 25 (FD. Iron pin w/idot cap); thence south $00^{\circ}59'43''$ East, 26.05 feet along the East line of said Northwest Quarter of the Northeast Quarter of Section 25 to a point lying on the northerly right-of-way line of U.S. Highway No. 61; thence South $50^{\circ}24'56''$ West, 294.35 feet along said right-of-way line to the point of beginning (CL of easement);
Thence north $01^{\circ}56'41''$ West, 90.41 feet; thence North $06^{\circ}04'27''$ West, 24.78 feet; thence North $04^{\circ}40'57''$ East, 135.00 feet to the point of terminus. Said easement lies 1.5 feet either side of the described centerline.

Said utility easement containing 0.017 acres, more or less.

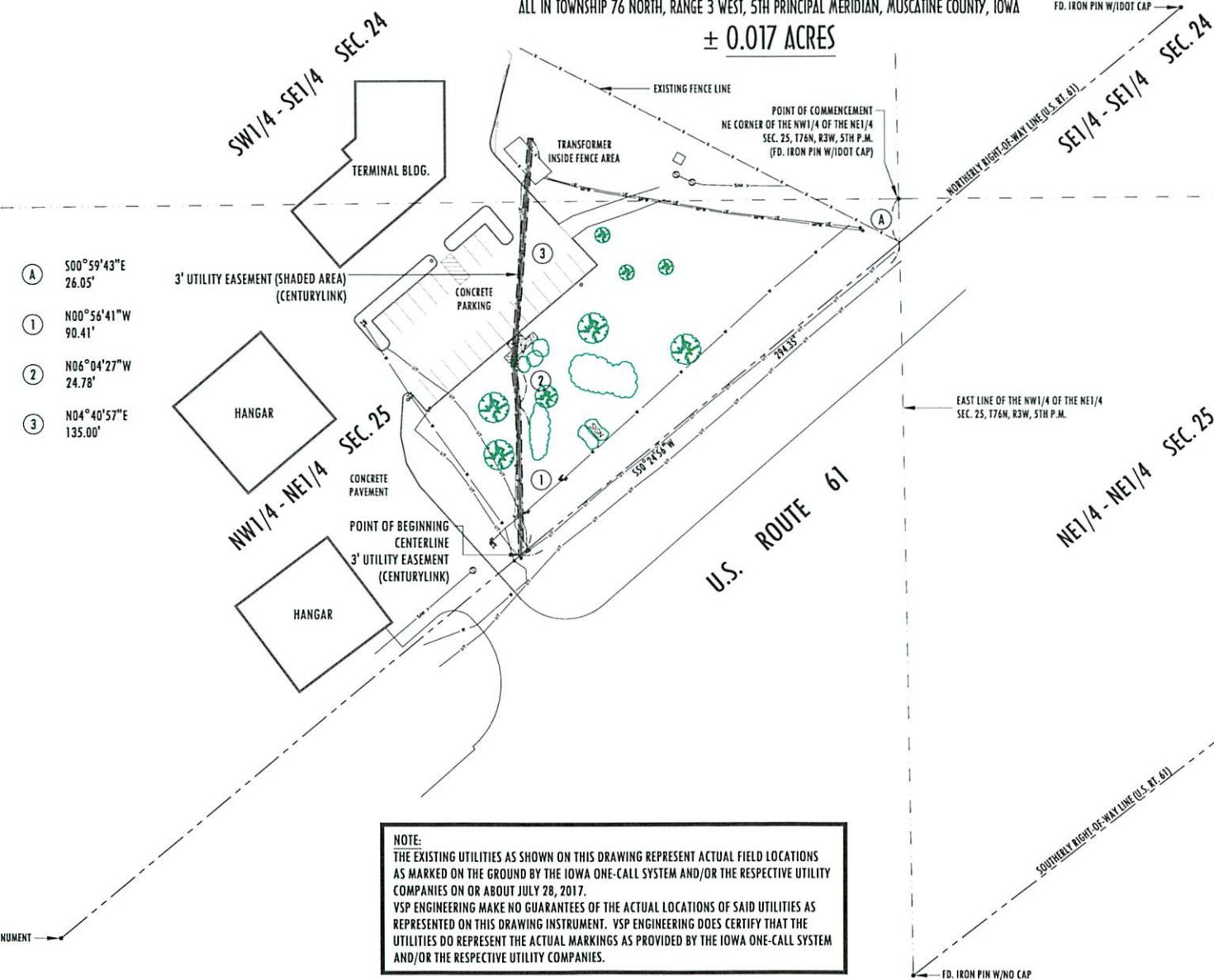
PLAT OF UTILITY EASEMENT

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25
ALL IN TOWNSHIP 76 NORTH, RANGE 3 WEST, 5TH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA

± 0.017 ACRES



SCALE: 1" = 60'



DATE: AUGUST 2, 2017
VSP JOB NO. - VC-17-234

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PLAT OF UTILITY EASEMENT

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25

ALL IN TOWNSHIP 76 NORTH, RANGE 3 WEST, 5TH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA

± 0.017 ACRES

LEGAL DESCRIPTION - UTILITY EASEMENT (CENTURYLINK)
A 3 FOOT WIDE UTILITY EASEMENT SITUATED IN A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 76 NORTH, RANGE 3 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25 (FD. IRON PIN W/1001 CAP); THENCE SOUTH 00°59'43" EAST, 26.05 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25 TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6; THENCE SOUTH 50°24'56" WEST, 294.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING (L1 OF EASEMENT);

THENCE NORTH 01°56'41" WEST, 90.41 FEET; THENCE NORTH 06°04'27" WEST, 24.78 FEET; THENCE NORTH 04°40'57" EAST, 135.00 FEET TO THE POINT OF TERMINUS. SAID EASEMENT LIES 1.5 FEET EITHER SIDE OF THE DESCRIBED CENTERLINE.

SAID UTILITY EASEMENT CONTAINING 0.017 ACRES MORE OR LESS.

EASEMENT SURVEY FOR:

CENTURYLINK - NEWWORK REAL ESTATE
45537 ROAD 786 - MASON CITY, IA. 66855

NOTE:

ALL DISTANCES SHOWN ON THIS SURVEY INSTRUMENT ARE SURFACE MEASUREMENTS.
COMBINATION FACTOR = 0.999934

I HEREBY CERTIFY THAT THIS LAND SURVEYING INSTRUMENT WAS PREPARED BY ME AND
THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF IOWA.

BEN D. HOLLIDAY, P.L.S.

DATE

DATE: AUGUST 2, 2017
VTP JOB NO. VE17-24
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EVSP
ENGINEERING

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