

*City of Williamsburg  
Planning and Zoning Commission  
Monday, August 12, 2002  
5:30 P.M.*

Present:	Dan Becker	Absent:	Allan Doehrmann
	Don Eggerling		John Lillis
	Jean Wardenburg		
	Larry Watts		
	Ed Ficken		
	Carroll Scott		
	Chris Eichhorn		

Also present were Eric Tindal, City Attorney, Mr. and Mrs. Bill Fry, and Mike Saeugling, Van Winkle-Jacob Engineering.

Ed Ficken called the meeting to order at 5:30 p.m.

There was a request from J & S Farm Supply, Tim Jones, to rezone the following described property from Agricultural to Light Industrial:

That part of the Northeast Quarter of the Southeast Quarter (NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section Nine (9), Township Seventy-nine (79) North, Range Ten (10) West Of the 5<sup>th</sup> P.M., more particularly described as follows:

Commencing at the Northeast corner of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; thence N88°49'40"W along the North line of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of said Section 9 158.81 feet to the Point of Beginning; thence S02°05'52"W, 332.34 feet to the NE corner of Lot 1 Block One of William's Heir's Addition according to the plat recorded thereof in Town Lot Deed Record Book 10 at Page 309, Iowa County Recorder's Office; thence N88°06'28"W along the North line of said Lot 1, 160.48 feet to the Northwest corner thereof; Thence N02°05'52"E along the Northerly extension of the East right-of-Was line of Court Street 330.32 feet to the North line of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; Thence S88°49'40"E along said North line, 160.50 feet to the Point of Beginning, containing 1.22 acres, more or less, and is subject to any easements and restrictions of record.

Mr. and Mrs. Fry were concerned about drainage problems that may occur.

Motion by Carroll Scott and seconded by Dan Becker to table said rezoning request until more information is available. All ayes. Motion carried.

The Commission received the Preliminary and Final Plat of Clearview First Addition to Iowa County, Iowa.

Mike Saeugling, Van-Winkle Jacob Engineering informed the Commission that the Plat is in order.

Motion by Ed Ficken and seconded by Larry Watts to recommend to the Williamsburg City Council to approve said plat as presented.

Motion by Dan Becker and seconded by Carroll Scott to adjourn at 5:52 p.m. All ayes. Motion carried.

  
Jennifer J. Karsten, Recording Secretary

**RESOLUTION 25-8-02**

**Resolution approving preliminary and final plat.**

**WHEREAS**, the preliminary and final plat of Clearview First Addition was presented to the Williamsburg Planning and Zoning Commission on Monday, August 12, 2002 for approval and;

**WHEREAS**, the Williamsburg Planning and Zoning Commission made a recommendation to the Williamsburg City Council to approve the Preliminary and Final Plat of Clearview First Addition and;


**WHEREAS**, we, Murray Armstrong, Mayor, and Jenifer J Karsten, City Clerk of the City of Williamsburg, Iowa do hereby certify that the following Resolution was adopted (introduced by Phillips and seconded by Kirkpatrick, 4 aye, 1 absent) by the City Council of the City of Williamsburg, Iowa at a meeting held on the 12<sup>th</sup> day of August 2002, five members of the council present;


**NOW THEREFORE**, Be It Resolved by the City Council of the City of Williamsburg, Iowa as follows;

Section 1. The Preliminary and Final Plat of Clearview First Addition to Iowa County, Iowa as filed with the City Clerk, should be and the same is hereby approved and accepted and the Mayor and the City Clerk of said city be and they are hereby authorized and directed to certify the adoption of this Resolution as required by law. Roll call vote: ayes; Kirkpatrick, VonAhsen, Greiner, Phillips, Wanner.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved August 12, 2002.

  
Murray Armstrong, Mayor  
City of Williamsburg, Iowa

  
Jenifer J. Karsten, City Clerk  
City of Williamsburg, Iowa

**RESOLUTION 26-8-02**

**Resolution approving sanitary sewer easement agreement.**

**WHEREAS**, Garth and Vickie VonAhsen are owners of certain real estate upon which they operate V A Mobile Court and have been required by the Iowa Department of Natural Resources, to connect the sewer discharge for Hawkeye Mobile Home Park to the City sewer system which does not presently reach the Park;

**WHEREAS**, sanitary sewer main needs to be constructed and the VonAhsens wish to install said sewer main through real estate owned by Allan Doehrmann and Marcella Doehrmann;

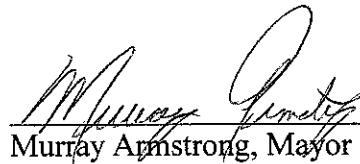
**WHEREAS**, we, Murray Armstrong, Mayor and Jenifer J Karsten, City Clerk of the City of Williamsburg, Iowa do hereby certify that the following Resolution was adopted (introduced by Phillips and seconded by Greiner, roll call: ayes; TP, MG, DK, abstained; GV, absent; GW) by the City Council of the City of Williamsburg, Iowa, at a meeting held on the 12th day of August 2002, four members of the council present;

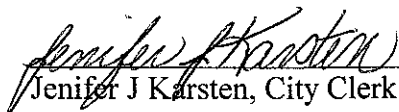
**NOW THEREFORE**, Be It Resolved by the City council of the City of Williamsburg, Iowa that:

Section 1. The VonAhsen sanitary sewer easement agreement and plans be approved (said agreement made a part of this resolution) contingent upon the MMS Consultants Inc recommendations being followed (said recommendations made a part of this resolution). The Mayor and the City Clerk of said city be and they are hereby authorized and directed to certify the adoption of this Resolution as required by law.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved August 12, 2002.

  
Murray Armstrong, Mayor

  
Jenifer J Karsten, City Clerk



# MMS CONSULTANTS, INC.

1917 S. GILBERT STREET • IOWA CITY • IOWA 52240-4363

OFFICE: 319-351-8282 • FAX: 319-351-8476

(EMAIL: MMSCONSULTANTSIC@CS.COM)

Robert D. Mickelson	L.S. (Retired)
Larry R. Schmittner	L.A.
Christopher M. Stephan	P.E.
Glen D. Meisner	L.S. & P.E.
Ronald L. Amelon	P.E.
James E. Lichty	L.S.
Duane A. Musser	L.A.
Randy L. Williams	M.C.P.
Paul V. Anderson	P.E.
Edward H. Brinton	P.E.
Kelly J. Beckler	P.E.
Lucas C. Newton	L.A.
Mark A. Stein	L.S.
Cary J. Solberg	P.E.

August 8, 2002

Mr. Delbert Clubb  
 Williamsburg Public Works Director  
 210 W. State Street  
 Williamsburg, IA 52361

RE: Sanitary Sewer Extension  
 Doehrmann's First Addition

Dear Delbert:

I have reviewed the sanitary sewer plan as given to our office on July 31, 2002 for the above referenced sanitary sewer extension. I have the following comments pursuant to my review:

1. The new sanitary sewer will cross a drainageway at approximately 6+50. The top of the new sewer pipe will be less than one foot from the bottom of the existing eroded ditch. This waterway drains approximately 70 acres of land and is an intermittent stream on the United States Geological Survey (USGS) map. The plan shows filling the waterway approximately two feet within the easement area. If constructed in this manner, a low area that is unfilled north of the easement will remain. Over time this area will wash out to the bottom of the existing ditch. Chapter 122.18 of the Code of Williamsburg indicates that sanitary sewers shall be in full compliance with Chapter 12 of the Design Manual of the Iowa Department of Natural Resources. In summary the sanitary pipe will need to be at least three feet below the lowest area of the existing waterway or be encased in concrete.
2. It is recommended that the ditch to the north be filled outside of the easement area similar to the inside of the easement area. Rip-rap should be considered on the south line of the Outlot B Northridge Estates Part I to prevent continued erosion.
3. The plan shows only 25 feet of easement and does not specify what type of easement. The plan shall be revised to show that this is a "public sanitary sewer easement" if the sewer is intended to be owned by the City of Williamsburg.
4. The plan should also show the required temporary construction easement. I have real concerns with the large depth of the sewer in regards to future maintenance. I want the City of Williamsburg to have sufficient width to allow repair work on this sewer. Twenty five feet in width is simply not enough for the 23 feet of excavation. Additional width of the permanent easement should be obtained to allow for future maintenance. The City Attorney should review all temporary and permanent easements for the project.

CIVIL ENGINEERING

LAND SURVEYING

LAND PLANNING

LANDSCAPE ARCHITECTURE

WETLAND SCIENTISTS

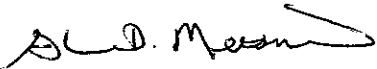
Mr. Delbert Clubb  
Sanitary Sewer Extension  
August 8, 2002  
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5. The owner shall obtain all required DNR construction permits.
6. The design engineer shall provide specifications for all proposed work within the approved easements.
7. Inspection of the improvements should be done on behalf of the City of Williamsburg, Iowa.

I would recommend approval of the plans for this project upon satisfactory submittals of the above conditions.

Please feel free to contact me if you have any questions or concerns.

Sincerely;



Glen D. Meisner, P.E. & L.S.  
MMS Consultants, Inc.

GDM/jlv  
Enclosures

cc: Van Winkle-Jacob Engineering, Inc.  
Garth Vanhausen-Iowa Mobile Concrete, Inc.

CIVIL ENGINEERING  
LAND SURVEYING  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
WETLAND SCIENTISTS

**SANITARY SEWER EASEMENT AGREEMENT  
FOR TEMPORARY CONSTRUCTION AND PERMANENT  
SANITARY SEWER LINE (DOEHRMANN REAL ESTATE)  
WILLIAMSBURG, IOWA**

This Sanitary Sewer Easement Agreement is made and entered into by and among Allan Doehrmann and Marcella Doehrmann, husband and wife (Owners), which expression shall include their successors in interest and assigns; Southgate Development Company, Inc. (Contract Purchaser), which expression shall include its successors in interest and assigns; City of Williamsburg, Iowa (the City), which expression shall include its successors in interest and assigns; and Garth Von Ahsen and Vickie Von Ahsen, husband and wife (Von Ahsens), which expression shall include their successors in interest and assigns.

**RECITALS**

- A. Owners are the owners of certain real estate located in Williamsburg, Iowa, as described on Exhibit A attached hereto, which real estate is hereafter referred to as "the Real Estate".
- B. Contract Purchaser is the purchaser of real estate from the Owners pursuant to the terms and conditions of an unrecorded agreement.
- C. Von Ahsens are the owners of certain real estate located north of the Real Estate upon which the Von Ahsens operate V A Mobile Court, which is presently served by a private sanitary sewer treatment system and the Von Ahsens have been required, by the Iowa Department of Natural Resources, to connect the sewer discharge for Hawkeye Mobile Home Park to the City sewer system which does not presently reach the Von Ahsen real estate.
- D. In order to connect the Von Ahsen real estate to the City sewer system, a sanitary sewer main needs to be constructed. Although several alternate routes are available, Von Ahsens wish to install a sanitary sewer main, meeting all applicable construction standards, through the Real Estate.
- E. The sanitary sewer main to be so constructed and installed at Von Ahsen's expense by Von Ahsens and their contractors is to be, upon completion and acceptance, a public sanitary sewer main of the City of Williamsburg and will require to be granted to Von Ahsens a temporary construction easement and then to the City a permanent easement for perpetual repair, maintenance and replacement of the sanitary sewer main. The Owners and Contract Purchaser, under certain terms and conditions, including certain agreements of the Von Ahsens and the City, are willing to grant both a temporary construction easement to Von Ahsens and permanent sanitary sewer easement to the City.
- F. The parties wish to set out the terms of the easements in this Agreement.

*mail copies 8/13/02  
with all  
signatures  
from  
Tudal*

## GRANT OF EASEMENT AND TERMS AND CONDITIONS

In consideration of the foregoing recitals and the following terms and conditions, it is hereby agreed between the parties as follows:

1. Owners and Contract Purchaser do hereby grant and convey to Von Ahsens a non-exclusive temporary construction easement for the purpose of the initial excavating and grading for and installation of sewer lines, pipes, mains and conduits as required for conveying sanitary sewage, with all necessary appliances and fittings used in connection with said pipelines, together with adequate protection therefor, and also a right-of-way with the right of ingress and egress thereto over and across certain real estate designated on Exhibit B hereto as Temporary Construction Easement and over certain real estate as described and designated on Exhibit B hereto as Sanitary Sewer Easement. This temporary construction easement shall terminate upon the completion and City acceptance of the installation of the sanitary sewer improvements within the easement area, but in no event later than December 31, 2002.
2. In connection with the grant of the temporary construction easement, all sanitary sewer improvements shall be installed within the permanent easement area and shall be so installed in strict compliance with all of the requirements of the City as well as any other governing body with jurisdiction over such matters. Neither Owners nor Contract Purchaser shall have any obligation whatsoever for the installation of the sanitary sewer improvements nor for insuring that said improvements are installed in compliance with all applicable requirements, said obligations for installation and compliance being the sole responsibility of Von Ahsens. Although the sanitary sewer improvements are to be located solely within the permanent easement area, Von Ahsens' rights thereto are only temporary for installation purposes.
3. The Owners and the Contract Purchaser do further hereby grant and convey to the City a perpetual non-exclusive easement for the purposes of repairs, maintenance, replacement and use of such sanitary sewage lines, pipes, mains and conduits as the City shall from time to time use for conveying sanitary sewage, with all necessary appliances and fittings for use in connection with such pipelines, together with adequate protection therefor, and also a right-of-way with the right of ingress and egress thereto, over and across the area designated and described as Sanitary Sewer Easement on Exhibit B attached hereto and incorporated herein by this reference. This permanent easement shall become effective upon the City's approval and acceptance of the sanitary sewer improvements as installed by Von Ahsens.
4. In connection with the temporary construction and permanent sanitary sewer easements granted hereunder, the Owners and Contract Purchaser hereby grant respectively to Von Ahsens for the temporary easement and the City for the permanent easement the following:
  - The right of grading said easement areas for the full width thereof;
  - The right from time to time to trim, cut down and clear away any and all trees and brush on said easement areas and also to trim, cut down and clear away any trees on either side of said easement area which now or hereafter, in the reasonable opinion of Von Ahsens (temporary easement) or the City (permanent easement), may be a hazard to said easement areas or which may materially interfere with the exercise of the easement rights granted hereunder.



5. In connection with the exercise of their respective easement rights granted hereunder, the Von Ahsens and the City shall each promptly backfill any trench and repair any damages each may cause, directly or through their respective agents, within or adjacent to the easement areas.
6. The Von Ahsens shall indemnify and hold harmless Owners and Contract Purchaser against unreasonable loss or damage which may occur in the negligent exercise of the temporary easement rights by the Von Ahsens or their agents.
7. The City shall indemnify and hold harmless Owners and Contract Purchaser against unreasonable loss or damage which may occur in the negligent exercise of the permanent easement rights by the City or its agents.
8. Notwithstanding any provision of this Agreement to the contrary, Owners and Contract Purchaser reserve the right to use and maintain said easement areas for purposes which will not interfere with Von Ahsens' or the City's full enjoyment of the rights hereby granted; provided that they shall not erect or construct any building, fence or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the depth of the ground cover over said easement areas, and further provided that the Owners and Contract Purchaser shall have no obligation to install or maintain the sanitary sewer improvements.
9. Owners and Contract Purchaser do hereby covenant that they are lawfully seized and possessed of the Real Estate above described and that they have good and lawful right to convey the easements granted herein.
10. Nothing in this Agreement shall be construed to impose a requirement on the City, Owners or the Contract Purchaser to install the original public improvements described herein. As set out below, Von Ahsens shall have the sole responsibility for the cost and installation of the initial sanitary sewer improvements. All the parties agree that the obligation to install the sanitary sewer public improvements herein shall be in accordance with City specifications and the obligation shall remain on the Von Ahsens until acceptance by the City, all as provided for by law.
11. The 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 and with the title to the land.
12. As an inducement and condition for the Owners and the Contract Purchaser to grant this temporary and permanent easement, Von Ahsens, Owners, Contract Purchaser and the City agree to the following:
  - A. Consideration of \$15,000 shall be paid to the Owners upon the execution of this Agreement by the Von Ahsens and before the recording of this document in the office of the Iowa County Recorder.
  - B. Von Ahsens shall be solely responsible for all costs, expenses and liabilities associated with the initial installation of all sanitary sewer improvements within the easement area, with such improvements to be installed strictly in compliance with all requirements of the City of Williamsburg and other applicable regulations.

- C. In order for the City to verify that the sanitary sewer improvements have been installed consistent with applicable regulations, the City shall retain an independent professional consultant. This requirement is imposed inasmuch as the usual City Engineer is the Von Ahsen's engineer and consultant for this project. In this regard, prior to Von Ahsens commencing installation of the sanitary sewer improvements, the plans shall be submitted to the City and approved by the City through its independent consultant. Similarly, the City, through its independent consultant, shall during the course of the installation inspect the project as is appropriate to confirm that it is being completed according to the approved plans. The temporary construction easement granted to Von Ahsens includes the right of such independent consultant to enter upon the easement areas for inspection of the installation work. All of the City's costs of the independent consultant are to be reimbursed in full by Von Ahsens within 30 days after invoice, from time to time.
- D. Von Ahsens shall install the sanitary sewer improvements within the easement to have capacity sufficient to service not only Hawkeye Mobile Home Park, but also all residential development that may occur in the proximity of the sanitary sewer main extension to the Von Ahsen property. Such capacity will specifically include, but not be limited to, the extra needed capacity as may occur as a result of the development of the Real Estate by Owners and/or Contract Purchaser or their successors and assigns in compliance with current zoning density. To the extent the sanitary sewer main installed by Von Ahsens is at any time deemed to be inadequate to service such development of the Real Estate, then Von Ahsens shall be solely responsible, at their cost, to upgrade the sanitary sewer main so that such improvements will have sufficient capacity to permit the development of the Real Estate without any delay or limitation other than already applicable zoning. The City makes no representations nor guarantees as to the capacity of the sanitary sewer improvements.

Contract Purchaser has previously constructed and dedicated to the City a lift station that will service the sanitary sewer main installed within the easement area as well as other sanitary sewer mains in the vicinity. Neither Owners, Contract Purchasers nor their successors and assigns shall have any responsibility for further lift stations or lift station improvements in connection with the development of the Real Estate so long as the development of the Real Estate and the Contract Purchaser's previous development in the vicinity do not exceed the capacity of the lift station.

- E. In connection with the installation of the sanitary sewer improvements within the easement area, it shall be the obligation of the Von Ahsens to reasonably and appropriately restore the area of the temporary construction easement as well as the permanent sanitary sewer easement. This restoration shall include restoring the original grade and the original depth of topsoil. This obligation further includes a warranty, for a period of 3 years after the final completion and acceptance of the sanitary sewer improvements, to restore the grade and topsoil as a result of any settling that may occur during said 3 year period.
- F. In connection with the initial installation of the sanitary sewer improvements within the easement area, Von Ahsens agree to minimize, to the extent reasonably possible, any damage that may be caused to the Owners' crops as may be planted on the Real Estate. Initial crop damage and subsequent year crop reduction resulting from the installation of

the sanitary sewer improvements are included within the \$15,000 consideration paid to the Owners, however, Von Ahsens agree to minimize any such crop damage. To the extent any crop damage occurs that is not reasonably necessary, Von Ahsens agree to reimburse Owners for such excess crop damage.

- G. Any fences, tiling or other improvements within the Real Estate that may be damaged by the Von Ahsens shall be promptly restored and repaired to a condition equal to or better than the condition such improvements were in prior to such damage.
- H. Von Ahsens shall indemnify, defend and hold harmless Owners and Contract Purchaser from any and all expenses, costs, damages, injuries, fines, consulting fees, attorney fees, court costs and any and all other damages and liabilities that may arise in any manner, whether directly or indirectly, as a result of the Von Ahsen's or their agents exercise of any of the easement rights granted hereunder and/or as a result of Von Ahsens, their agents or others entering onto the Real Estate for any purpose relating to the grant of the temporary construction easement or the installation of the sanitary sewer improvements hereunder.
- I. At all times during the construction and installation of the sanitary sewer improvements contemplated herein, the Von Ahsens shall provide appropriate and adequate erosion control to minimize any erosion of soil as a result of the installation of the sanitary sewer improvements.
- J. All ingress and egress for the purposes of the initial installation of the sanitary sewer improvements shall be over and across the temporary construction and permanent easement areas. All City access for the purpose of repairing, maintaining and replacing in connection with the permanent easement shall, to the extent reasonably possible, be over, across and within the permanent easement area. The City may gain access to the permanent easement over and across immediately adjacent areas to the extent reasonably and minimally necessary to exercise its easement rights, but shall be obligated to fully restore any such areas damaged or disturbed by such access.
- K. In consideration of the Owners' and Contract Purchaser's cooperation in this matter, the City hereby waives any payment of an impact fee or any other reimbursement from the Owners, the Contract Purchasers and their respective successors and assigns for the sanitary sewer improvements to be installed within the easement area by Von Ahsens. This waiver of impact fee or other reimbursement does not preclude the City from charging the Doehrmanns, the Contract Purchaser, or their respective successors and assigns the ordinary and customary sanitary sewer tap-on fee charged to all residential lots tapping into the City's sanitary sewer system, or impact fees or reimbursements for other than the costs for installing the initial sanitary sewer improvements within the easement area.
- L. Upon the execution of this easement agreement Von Ahsens hereby agree to reimburse Contract Purchaser \$2000 for its costs incurred in connection with the negotiating, drafting and review of this easement agreement.
- M. Any obligation of Von Ahsens to install sanitary sewer easement improvements within the permanent easement area shall not in any way be a lien on the Real Estate.

- N. Before commencement of any construction of the sanitary sewer improvements within the easement areas, Von Ahsens agree that any contractor performing the installation work shall provide a full and adequate performance bond for completing the sanitary sewer improvements, including an appropriate bond for post acceptance maintenance in favor of and acceptable to the City.
- O. Prior to the commencement of the construction of any sanitary sewer improvements within the easement area, Von Ahsens shall provide an irrevocable letter of credit from an established financial institution guaranteeing payment sufficient to cover all anticipated costs of constructing the sanitary sewer improvements in full compliance with the terms and conditions of this easement agreement. The letter of credit shall be in a form acceptable and approved by the Owners and Contract Purchaser before commencement of the construction.
- P. Before commencement of any construction of the sanitary sewer improvements, Von Ahsens shall cause any and all parties who shall provide labor, materials and/or services for the sanitary sewer improvements to provide a waiver of right to file a mechanics lien on any portion of the Real Estate. Von Ahsens shall timely pay all parties providing any material, labor and/or services in connection with the sanitary sewer improvements installed within the permanent easement area.
- Q. Upon Von Ahsens full payment for and completion of the sanitary sewer improvements within the permanent easement area, said improvements shall be finally reviewed and accepted by the City in the manner in which subdivision improvements of a similar nature are typically accepted. Upon the filing of such acceptance in the office of the Iowa County Recorder, the temporary construction easement shall terminate, the permanent sanitary sewer easement in favor of the City shall become effective, and the sanitary sewer improvements shall thereafter be maintained, repaired and replaced by the City. The City shall not unreasonably withhold its acceptance or delay in filing proof of acceptance with the County Recorder.
- R. Nothing in this Easement Agreement shall be construed as 1) making Von Ahsens an agent of the City, Owners or the Contract Purchaser, or 2) authorizing Von Ahsens to act on behalf of the City, Owners or Contract Purchaser.
- S. In the event Von Ahsens should for any reason fail to complete construction of the sanitary sewer improvements within the easement areas, all easement rights hereunder shall terminate and Owners or the Contract Purchaser may restore any disturbed areas on the Real Estate and recover the costs of doing so from Von Ahsens, in addition to any and all other remedies it may have at law or in equity. In the event of any breach of this Agreement by Von Ahsens, Owners and Contract Purchaser shall be permitted to receive

from Von Ahsens, in addition to other damages and remedies, their attorney fees and court costs.

Dated: August 12, 2002

**OWNERS**

\_\_\_\_\_  
Allan Doehrmann

\_\_\_\_\_  
Marcella Doehrmann

**CITY  
CITY OF WILLIAMSBURG**

*Murray Gemstey*  
Mayor

Attest:  
*Jennifer J. Karsten*  
City Clerk

**VON AHSENS**

\_\_\_\_\_  
Garth Von Ahsen

\_\_\_\_\_  
Vickie Von Ahsen

**CONTRACT PURCHASER  
SOUTHGATE DEVELOPMENT COMPANY, INC.**

By \_\_\_\_\_

State of Iowa, County of \_\_\_\_\_

This instrument was acknowledged before me by Allan Doehrmann and Marcella Doehrmann on \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public for the State of Iowa

State of Iowa, County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Williamsburg, 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 contained in Ordinance No. \_\_\_\_\_ passed by Resolution of the City Council under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2002; and \_\_\_\_\_ and \_\_\_\_\_ 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 for the State of Iowa

State of Iowa, County of \_\_\_\_\_

This instrument was acknowledged before me by Garth Von Ahsen and Vickie Von Ahsen on \_\_\_\_\_, 2002.

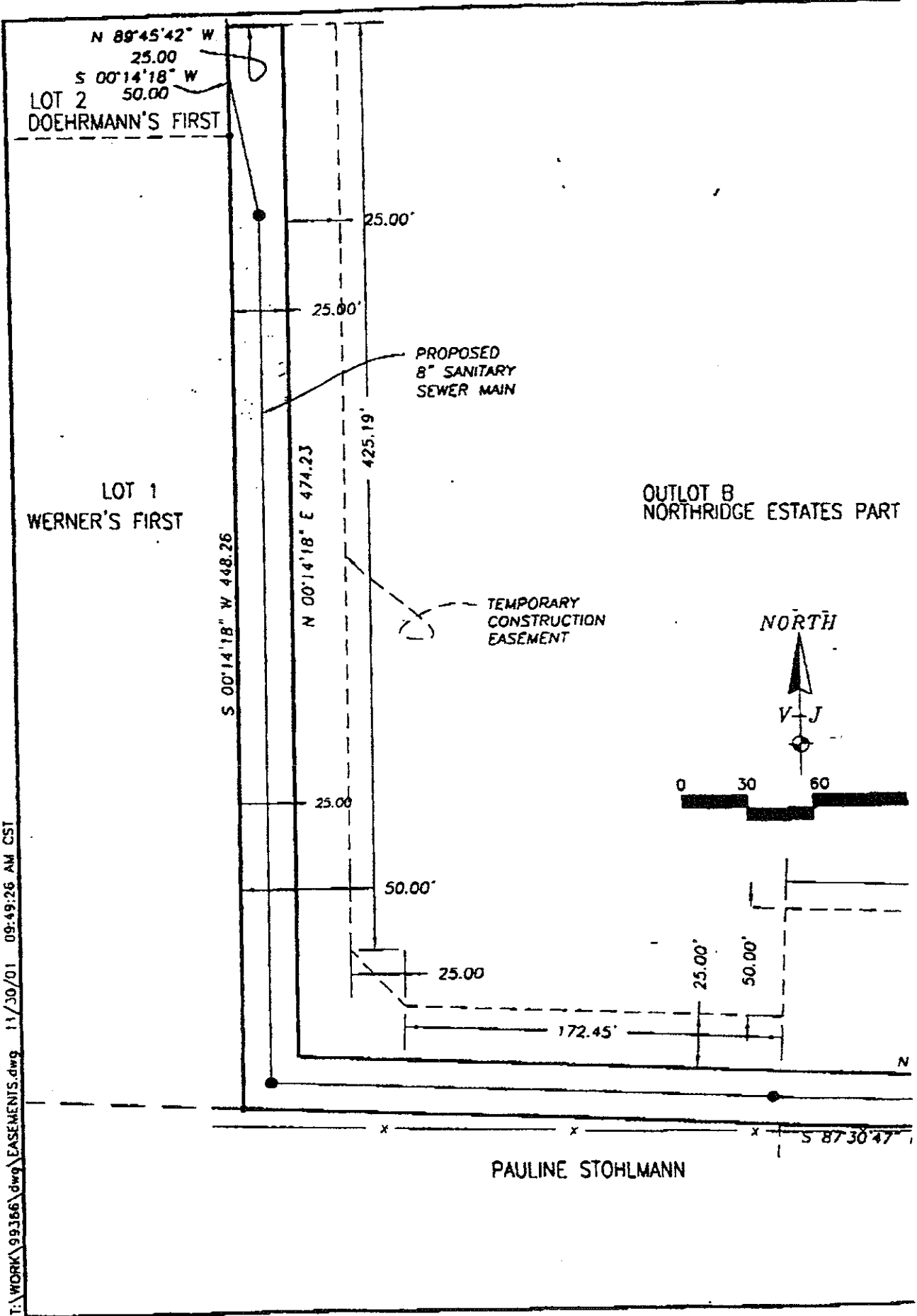
\_\_\_\_\_  
Notary Public for the State of Iowa

State of Iowa, County of Johnson

On this day of \_\_\_\_\_, 2002, before me, a notary public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that that person is \_\_\_\_\_ of Southgate Development Company, Inc. and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public for said state

Exhibit "B"



T:\WORK\99366\dwg\EASEMENTS.dwg 11/30/01 09:49:26 AM CST

PAULINE STOHLMANN

Exhibit A

A tract of land located in the Southeast Quarter of Section 4, Township 79 North, Range 10 West of the 5<sup>th</sup> Principal Meridian, Iowa County, Iowa; more particularly described as follows:

Beginning at the Northeast corner of said quarter, thence S 89°27'15"W, along the North line of said quarter, 1180.12 feet, thence S 00°32'45"E 381.00 feet, thence S 89°27'15"W 250.00 feet, thence S 00°32'45"E 69.00 feet, thence S 89°27'15"W 400.00 feet, thence S 00°32'45"E 450.00 feet, thence S 89°27'15"W 400.00 feet, thence N 00°32'45"W 900.00 feet to a point on the North line of said quarter, thence S 89°27'15"W, along the North line of said quarter, 390.72 feet, thence S 01°49'17"E, along the West line of said quarter, 1340.60 feet, thence S 89°16'28"E 1311.32 feet, thence S 01°37'45"E 1339.42 feet to the South line of said quarter, thence S 89°51'15"E along the South line of said quarter, 1303.37 feet to the Southeast corner of said quarter, thence N 01°34'00"W along the East line of said quarter, 2724.72 feet to the point of beginning. Said tract of land contains 107.5907 acres, more or less, and is subject to right-of-way and easements of record;

and excepting the following:

All numbered lots in Phases 1, 2 and 3 of Northridge Estates (also sometimes referred to as "North Ridge Estates"), said phases being additions to the City of Williamsburg, Iowa, according to the recorded plats of each such phase; Auditor's Parcel "A", a part of Outlot "C" of Northridge Estates Phase 1 to the City of Williamsburg, Iowa, according to the recorded plat thereof; and Werner Subdivision, a subdivision of part of Outlot "B", Northridge Estates Phase 1, Section Four (4), Township 79 North, Range 10 West of the 5<sup>th</sup> P.M. in the City of Williamsburg, Iowa County, Iowa, as shown by plat proceeding in Book 479, pages 242-259, in the Recorder's office of Iowa County, Iowa.



**LEGAL DESCRIPTION (SANITARY SEWER EASEMENT)**

THAT PART OF OUTLOTS A, B, & C OF NORTHRIDGE ESTATES PHASE I AS SHOWN ON THE PLAT RECORDED IN BOOK 365, PAGES 152-197, IOWA COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

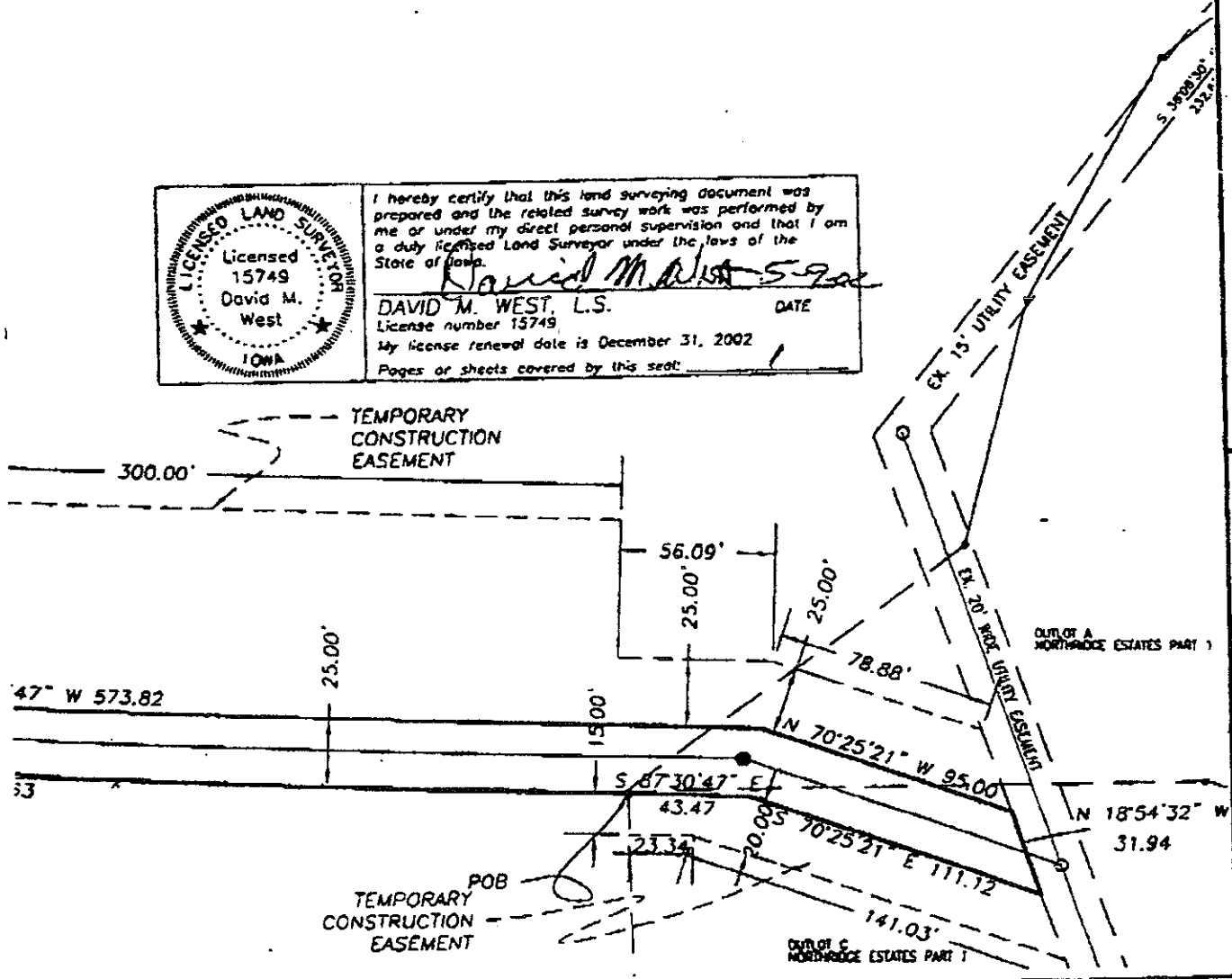
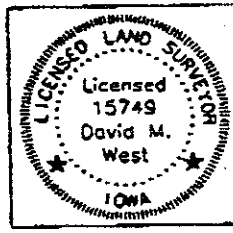
BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT C; THENCE S 87°30'47" E, 43.47 FEET; THENCE S 70°25'21" E, 111.12 FEET TO THE WEST LINE OF AN EXISTING SANITARY SEWER EASEMENT; THENCE N 18°54'32" W ALONG SAID WEST LINE, 31.94 FEET; THENCE N 70°25'21" W, 95.00 FEET; THENCE N 87°30'47" W, 573.82 FEET TO A POINT 25.00 FEET NORMALLY DISTANT EAST OF THE EAST LINE OF LOT 1 WERNER SUBDIVISION, AS SHOWN ON THE RECORDED PLAT THEREOF; THENCE N 00°14'18" E, 474.23 FEET; THENCE N 89°45'42" W, 25.00 FEET TO THE EAST LINE OF LOT 2 DOHRMANN'S FIRST ADDITION AS SHOWN ON THE PLAT RECORDED THEREOF; THENCE S 00°14'18" W ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING S 00°14'18" W ALONG THE EAST LINE OF SAID WERNER SUBDIVISION, 448.26 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S 87°30'47" E ALONG THE SOUTH LINE OF SAID OUTLOT B, 550.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.67 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT AS SHOWN HEREON THAT SHALL SUNSET UPON SATISFACTORY COMPLETION OF THE WORK.

I hereby certify that this land surveying document was prepared and the related survey work 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.

*David M. West* 592

DAVID M. WEST, L.S. DATE  
 License number 15749  
 My license renewal date is December 31, 2002  
 Pages or sheets covered by this set: 1



SCALE	BOOK	DATE	REVISIONS	DATE
1" = 60'	BC	DMW		
DRAWN BY				
11/30/01				

Van Winkle - Jacob Engineering, Inc.  
 2570 HOLIDAY ROAD  
 CORALVILLE, IOWA - 319-338-4939



EASEMENT SKETCH & LEGAL DESC.  
 NORTHRIDGE ESTATES

99366