

Form D-4B

**EASEMENT AND
ACCESS AGREEMENT**

Prepared by: Watersmith Engineering
1029 Hershey Ave.
Muscatine, IA 52761

Return to: Iowa American Water
5201 Grand Avenue
Davenport, IA 52807

THIS AGREEMENT, made this ____ day of _____, 2021, by and between the **City of Davenport, Iowa**, having an office at 226 West Fourth Street, Davenport, Iowa 52801, hereinafter referred to as the "Grantor", and **Iowa-American Water Company**, a corporation organized and existing under the laws of the State of Iowa, having an office for the transaction of business at 5201 Grand Avenue, Davenport, Iowa 52807, hereinafter referred to as the "Grantee".

W I T N E S S E T H:

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed access in, under, across, and over the property of the Grantor situated in Section 1, Township 78 North, Range 3 East of the 5th P.M., Scott County, Iowa described as follows:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH P.M., WITHIN THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE CENTER OF SECTION 1-78-3; THENCE S01°23'49"E, ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER,

622.62 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT AREA HEREIN INTENDED TO BE DESCRIBED; THENCE CONTINUING, S01°23'49"E, ALONG THE SAID WEST LINE OF THE SOUTHEAST QUARTER, 41.04 FEET; THENCE S78°29'25"E, 4.95 FEET TO THE NORTH LINE OF VETERANS PARKWAY; THENCE NORTHEASTERLY, ALONG THE SAID NORTH LINE OF VETERANS MEMORIAL PARKWAY, BEING THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1445.10 FEET, AN ARC LENGTH OF 56.80 FEET, CHORD OF THE LAST NAMED CURVE BEARS N56°44'19"E, 56.80 FEET; THENCE N78°29'25"W, 54.44 FEET TO THE POINT OF BEGINNING CONTAINING 1,188 SQUARE FEET.

and as shown on the sketches attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances, and attached facilities, including laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and appurtenances; (ii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, the Grantor agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

The Grantee agrees, by acceptance of this Easement and Access Agreement, that, upon any opening made in connection with any of the purposes of this easement and access, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.

And the Grantor does further covenant with the Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and access and has good title to convey the same.
2. That the Grantee shall quietly enjoy the said easement and access.

IN WITNESS WHEREOF, the Grantor has duly executed this AGREEMENT, all as of the day and year first above written.

ACCEPTED BY:

IOWA-AMERICAN WATER COMPANY

By: _____

(Typed or printed name)

Title: ENGINEERING MGR.
(use black ink only)

GRANTOR:

CITY OF DAVENPORT, IOWA

By: _____

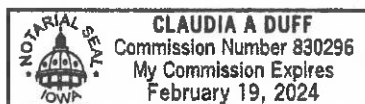
(Typed or printed name)

Title: _____
(use black ink only)

STATE OF IOWA)
) ss.
COUNTY OF Scott)

I, a Notary Public for the State and County aforesaid, do hereby certify that Scott Hinton, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Scott Hinton of Iowa American Water Company, appeared before me this day in person and acknowledged that Scott Hinton signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of November, 2021.



Claudia A. Duff
Notary Public

My Commission Expires:

Feb. 19, 2024

Claudia A. Duff
(Typed or printed name)

STATE OF IOWA)
) ss.
COUNTY OF SCOTT)

I, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of **Iowa-American Water Company**, appeared before me this day in person and acknowledged that _____ signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2021.

Notary Public

My Commission Expires:

(Typed or printed name)