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7/21/26

EASEMENT AGREEMENT

Agreement made effective as of the 21st day of July, 2026,
by and between Woodbury County, hereinafter referred to as "Owner" and City of Merville,
Iowa, an Iowa Municipal Corporation, hereinafter referred to as "City".

For one dollar and other valuable consideration of which Owner acknowledges it has
received, the parties agree as follows:

Owner grants the City a permanent public utility easement together with the right to enter
upon the easement right of way owned by Owner and to survey, patrol, construct, install, erect,
inspect, repair, operate and maintain any and all public utility improvements and all
appurtenances thereto, over, under, across, through and upon the easement right-of-way, together
with the right to use and operate the improvements as it deems necessary, including the right to
remove any such installments and appurtenances at any time the City deems appropriate. This
grant of easement rights includes all public water lines.

The permanent public utility easement is described as follows:

**A FORTY FOOT (40') EASEMENT FOR CONSTRUCTION OF A WATER LINE AND
APPURTENANCES OVER UNDER AND ACROSS A PART OF THE SOUTHEAST
QUARTER OF THE NORTHEAST QUARTER (SE ¼ NE ¼) OF SECTION 32,
TOWNSHIP 89 NORTH, RANGE 44 WEST OF THE 5TH P.M., WOODBURY COUNTY
IOWA LYING TWENTY FEET (20') EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE:**

Commencing at the Southeast (SE) corner of the Northeast Quarter (NE ¼) of said Section 32;
Thence North 00° 30' 02" East, along the East line of said Northeast Quarter (NE ¼), 140.00 feet
to the eastern extension of the North line of U.S. Highway No. 20; Thence North 88° 58' 43"
West, along said North line, 20.77 feet to the Point of Beginning. Thence North 45° 41' 41" East,
14.17 feet; Thence North 00° 05' 41" East, 443.98 feet to the eastern extension of the North line
of a parcel owned by Woodbury County, and there terminating.

Excepting therefrom all that part lying within existing easements for public roadway.

The Owner and the City further agree to all of the following covenants, terms and
conditions as a part of and included within this Easement:

(a) The Easement granted by the Owner to the City may be assigned, conveyed or
leased by the City, in whole or in part, to any other public or private entity for one or more of the
purposes set forth above, without notice or additional compensation to the Owner.

(b) Within a reasonable time after construction or future maintenance, the City, its
successors and assigns, agree to restore the described land to substantially the same condition as
prior to entry, which shall include the restoration by sodding or seeding; replacement or repair of
the damaged portion of driveways removed for grading or access purposes; replacement of
fences, drain tiles or other structures removed or damaged by the City, its successors and assigns,
during the course of construction. Owner and/or tenant shall provide reasonable documentation

to substantiate any claims for damages.

(c) Drain tile that is damaged as a result of construction shall be repaired by the project contractor and the project contractor shall be responsible for the cost of such repair.

(d) Any crop loss or damage will be paid based upon the cash value for corn, beans, or other seasonal crops prevailing at the time of such crop loss or damage. Compensation for crops damaged shall be based on yield monitor information for the relevant period or (if yield monitor information is unavailable) field verification, and will be paid by the City for crops actually lost due to construction.

(e) The City will request a receipt and release from the Owner and tenant once an agreement is reached on the amount of damages and the City's payment thereof.

It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

(f) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above described permanent easement, and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation or repair of the utilities located within the easement right of way. The City, its successors and assigns shall have the right to clear and remove any obstructions from the easement right-of-way. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement right-of-way without the prior written approval of the City.

(g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above described real estate by title and in fee simple; free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

(h) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.

(i) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or

representations made prior to or subsequent to the execution of this document are not binding on either party.

(j) It is further understood and agreed that the City will indemnify and hold harmless the undersigned Owner, its heirs, successors and assigns from and against all liability, loss and expense occasioned by the negligence of the City or its agents, contractors, employees or assigns in the construction of the public improvements pursuant to this Easement.

In witness, each party to this agreement has caused this to be executed on this 21st day of July, 2026.

OWNER:

WOODBURY COUNTY

By: [Signature]

By: [Signature]

STATE OF IOWA

)
) ss

COUNTY OF WOODBURY)

On this 21st day of July, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Nelson and Laura Sievers, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his/her/their voluntary act and deed.

Karen James
Notary Public in and for the State of Iowa

Dated: July 21, 2026

(SEAL)

CITY OF MOVILLE, IOWA



By: _____
Scott Linden, Mayor

ATTEST:

By: _____
Michaela Peterson, City Clerk

STATE OF IOWA)
) SS

COUNTY OF WOODBURY)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Scott Linden and Michaela Peterson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Merville, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa