

RESOLUTION 2015

**RESOLUTION APPROVING EASEMENT AGREEMENTS FOR GREENVIEW DRIVE
EXTENSION PROJECT.**

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary and desirable to construct the Greenview Drive Extension Project (the "Project"); and

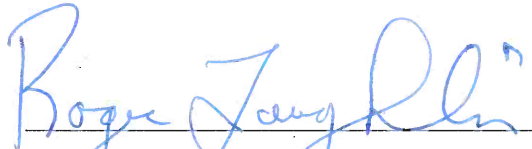
WHEREAS, the City Attorney has drafted easement agreement with the Leno and Laughlin households to facilitate construction of the Project; and

WHEREAS, it is now necessary for the City Council to approve said Easement Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch that the aforementioned Easement Agreements are hereby approved.


BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby directed to execute said Easement Agreements on behalf of the City.

Passed and approved this 21st day of June, 2021.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, Deputy City Clerk

Preparer Information: Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, (319) 351-2277.
Return to: City of West Branch, 110 N. Poplar Street, West Branch, Iowa 52358

**PERMANENT STREET RIGHT-OF-WAY IMPROVEMENTS EASEMENT
AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Stephen C. Lenocho and Raelene R. Lenocho**, husband and wife, 26 Greenview Circle, West Branch, Iowa 52358, hereinafter collectively referred to as "GRANTOR"; and the **City of West Branch, Iowa**, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the permanent and temporary easements described herein.
3. That the GRANTOR hereby grants and conveys to the CITY an exclusive permanent street right-of-way easement for the purposes of constructing, operating, maintaining, repairing, using and reconstructing public street right-of-way, said street right-of-way to include paving, curb & gutter, stormwater main, storm water drainage facilities, water main, sewer main, sidewalk, overhead street lighting, grading necessary for the undergrounding of existing overhead utilities, provision of electricity to lighting and landscaping materials and plantings in the easement area described and shown as in "Exhibit A" attached hereto in connection with that certain improvement project heretofore referred to as the "CITY OF WEST BRANCH GREENVIEW DRIVE EXTENSION PROJECT," hereinafter referred to as the "Project."
4. That the CITY shall have the right to make excavations and to grade as it may find reasonably necessary for (i) the construction, operation, repair, maintenance and reconstruction of the Project in the permanent easement area; and (ii) for the construction and installation of the Project in the temporary construction easement area.
5. That the CITY shall have the right to trim and remove all trees and bushes which may interfere with the

exercise of the CITY'S rights pursuant to this Agreement; however, if valuable timber is to be removed, it may be timely claimed as the property of the GRANTOR and promptly removed.

6. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
7. That the GRANTOR reserves the right to use the above-described easement areas for purposes which shall not interfere with the rights granted in this Agreement.
8. That, specifically and without limiting the general restriction of use set forth in Paragraph 7 above, the GRANTOR shall not erect, construct or locate in the permanent easement area any structure or object that would prevent the CITY's reasonable access to the permanent easement area or prevent the public's full enjoyment of the rights granted hereunder, nor shall the GRANTOR allow or cause any substantial fill or cut over said easement without the written consent of the CITY, which consent shall not be unreasonably withheld.
9. That the CITY agrees to promptly repair any damages within the permanent easement areas, with the intent being to restore the surface of said areas (exclusive of the permanent easement area) to as close to original condition as is reasonably practicable given the permanent rights granted hereunder.
10. That as part of the consideration for this Agreement, the CITY shall relocate the GRANTOR's existing fence to a location on the Property owned by GRANTOR.
11. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
12. That the GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" attached hereto is the essence of this agreement and the GRANTOR does hereby grant the CITY immediate possession of said real property.
13. That the CITY will be responsible for fees to record this easement Agreement. The CITY will also replace any property pins displaced because of the Project construction.
14. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that the CITY has complete and absolute sole ownership, use and control of the facilities and equipment constructed in the permanent easement area in accordance with the grant of rights conveyed herein.
15. That the individual or individuals executing this Agreement on behalf of the GRANTOR has or have authority to grant the access rights conveyed to the CITY herein.
16. That this written Permanent Street Right-of-Way Improvements Easement Agreement shall be fully

binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

17. That this written Permanent Street Right-of-Way Improvements Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein. Accordingly, the terms of this Agreement supersede and replace all prior oral negotiations and written documentation provided to facilitate negotiation of the easement rights granted herein, specifically including without limitation, the terms and provisions of that certain partial acquisition contract that pertain to the easement rights granted via this Agreement.

Dated this _____ day of _____, 2021.

GRANTOR:

CITY OF WEST BRANCH:

By: _____
Stephen C. Lenocho

Roger Laughlin, Mayor

ATTEST:

By: _____
Raelene R. Lenocho

Redmond Jones II, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Redmond Jones II, 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 West Branch, 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 passed by Resolution of the City Council; and Roger Laughlin and Redmond Jones II 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.

A Notary Public in and for the
State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

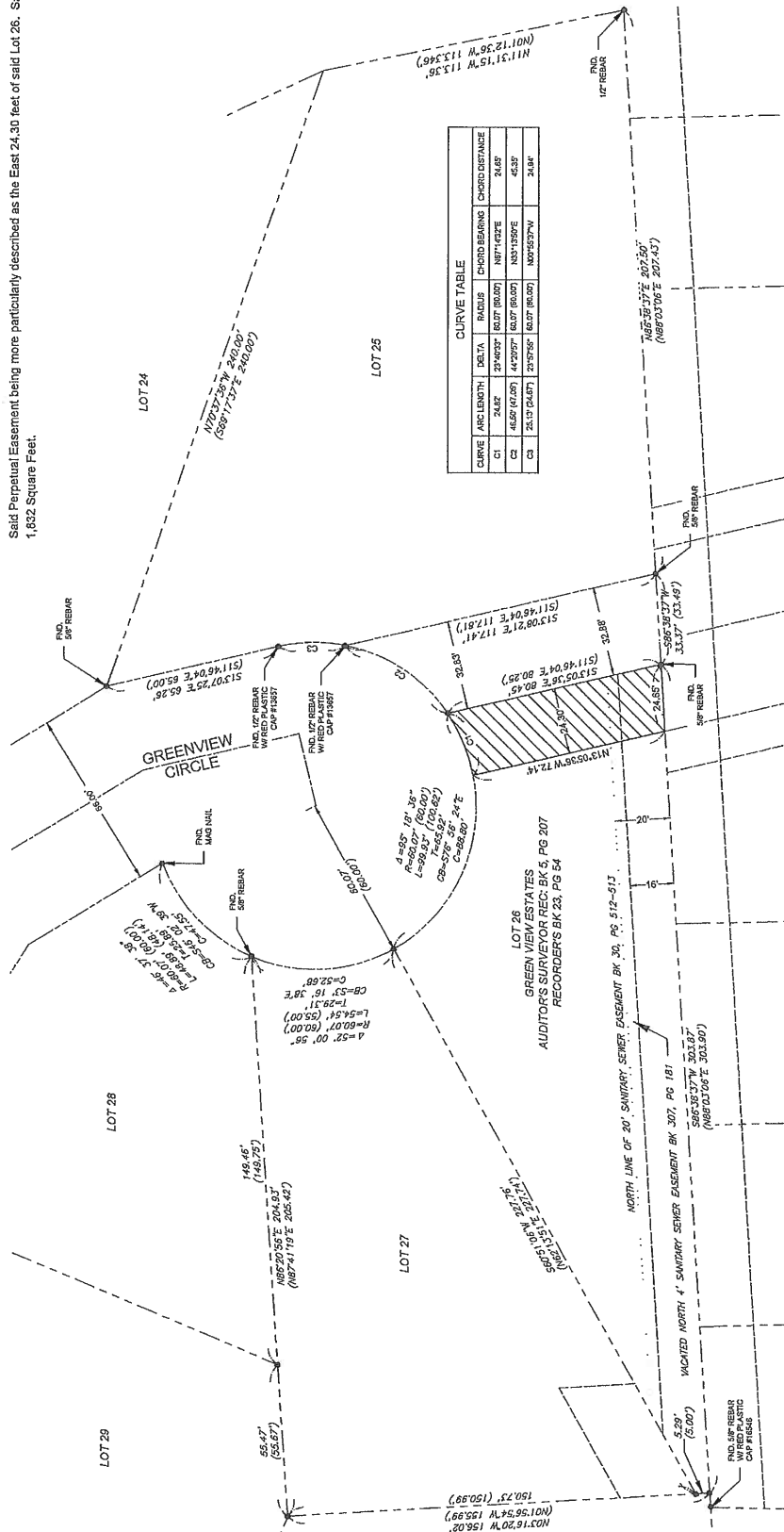
This instrument was acknowledged before me on this ____ day of _____, 2021, by Stephen C. Leno and Raelene R. Leno, as husband and wife.

Notary Public

PERPETUAL STREET RIGHT-OF-WAY EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

PERPETUAL STREET RIGHT-OF-WAY EASEMENT | LEGAL DESCRIPTION

A Perpetual Street Right-of-Way Easement in Lot 26, Green View Estates Addition to West Branch, Cedar County, Iowa. Said Perpetual Easement being more particularly described as the East 24.30 feet of said Lot 26. Said Perpetual Easement is 1,832 Square Feet.



CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	24.82	23°40'37"	60.07 [60.00]	N87°14'32"E	24.85
C2	46.50 [47.00]	44°20'57"	60.07 [60.00]	N33°15'50"E	45.35
C3	25.13 [24.67]	23°57'56"	60.07 [60.00]	N00°55'37"W	24.94

LEGEND

FOUND 5/8" REBAR W/
YELLOW PLASTIC CAP #8165
UNLESS OTHERWISE NOTED

RECORD DISTANCE OR
BEARING

PERPETUAL STREET
RIGHT-OF-WAY EASEMENT
1,832 SQUARE FEET

EASEMENT BNDRY
PROPERTY LINES
EASEMENT LINES
R.O.W. LINES
CENTER LINE

PROPRIETOR: LENOCH, RAELENE R & STEPHEN C
EASEMENT PREPARED FOR: CITY OF WEST BRANCH, IOWA

BASIS OF BEARING:
NAD83 - IOWA STATE PLANE
COORDINATE SYSTEM SOUTH ZONE
1402 AS BROADCAST BY THE IOWA
REAL TIME NETWORK.

DWG NO	
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PERPETUAL STREET R.O.W.
EASEMENT
LOT 26 - GREEN VIEW ESTATES

GREENVIEW DRIVE EXTENSION
CITY OF WEST BRANCH, IOWA



DEERE & COMPANY

DATE	REVISIONS	SCALE	TWO
		DRAWN BY	BCT
		CHECKED BY	HGG
		APPROVED BY	DRE
		DATE	SUBMITT

REF: 24WEST B

Prepared by:

Kevin D. Olson
West Branch City Attorney

1400 5th Street, P.O. Box 5640
Coralville, Iowa

(319) 351-2277
facsimile (319) 351-2279

Return to: City of West Branch, Iowa

110 N. Poplar Street, West Branch, Iowa 52358

PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into by and between the **City of West Branch, Iowa**, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "GRANTEE," and **Roger R. Laughlin and Connie L. Laughlin**, husband and wife, West Branch, Iowa 52358, hereinafter collectively referred to as "GRANTOR."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a nonexclusive utility easement in the area as shown on Exhibit "A" attached hereto (the "Utility Easement").
4. That the GRANTOR hereby grants and conveys to the GRANTEE a temporary construction easement over the area described in Exhibit "A" attached hereto ("Easement Area"), to facilitate the construction, reconstruction, access and maintenance of the CITY OF WEST BRANCH GREENVIEW DRIVE EXTENSION PROJECT (the "Project").
5. The term of this temporary construction easement will be for a period of time required by GRANTEE to complete the construction and acceptance of the Project by the West Branch City Council, or December 31, 2021, whichever date is sooner.
6. GRANTEE shall repair any damage to the Easement Area caused by it during the construction and development of the Project.

7. The GRANTEE or its contractor will be responsible for placing and maintaining construction fence along the boundary of the Easement Area to ensure that the Contractor stays within the Easement Area.
8. GRANTEE shall not materially change the configuration of the Easement Area without GRANTOR'S prior written consent. Following Completion of the Project, the GRANTEE shall restore and replace the Easement Area to the approximate state that the Easement Area was prior to construction of the Project.
9. GRANTOR reserves the right to use Easement Area for purposes which will not interfere with GRANTEE'S full enjoyment of the rights hereby granted, provided that the GRANTOR shall not erect or construct any building, fence, retaining walls, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction which will in any way interfere with GRANTEE'S construction of the Project.
10. That the GRANTEE shall indemnify GRANTOR against (i) any loss, damage or injury to GRANTOR or the Easement Area, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the GRANTEE'S, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the GRANTOR, except for loss which may be occasioned by a diminution in business or personal use.
11. That the GRANTOR acknowledges that possession of the Easement Area is the essence of this Agreement and the GRANTOR does hereby grant the GRANTEE immediate possession of said Easement Area.
12. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the Easement Area.
13. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. That this written Temporary Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the GRANTEE unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
15. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the GRANTEE in connection with the easement rights granted herein. Accordingly, the terms of this Agreement supersede and replace all prior oral negotiations and written documentation provided to facilitate negotiation of the easement rights granted herein.

Dated this _____ day of _____, 2021.

GRANTOR:

GRANTEE:

City of West Branch, Iowa

By: _____
Roger R. Laughlin

By: _____
Colton Miller, Mayor Pro-tem

By: _____
Connie L. Laughlin

ATTEST:

Redmond Jones II, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this ____ day of _____, 2021, by
Roger Laughlin and Redmond Jones II, as Mayor and City Clerk of the City of West Branch, Iowa.

A Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this ____ day of _____, 2021, by
Roger R. Laughlin and Connie L. Laughlin, as husband and wife.

A Notary Public in and for the State of Iowa

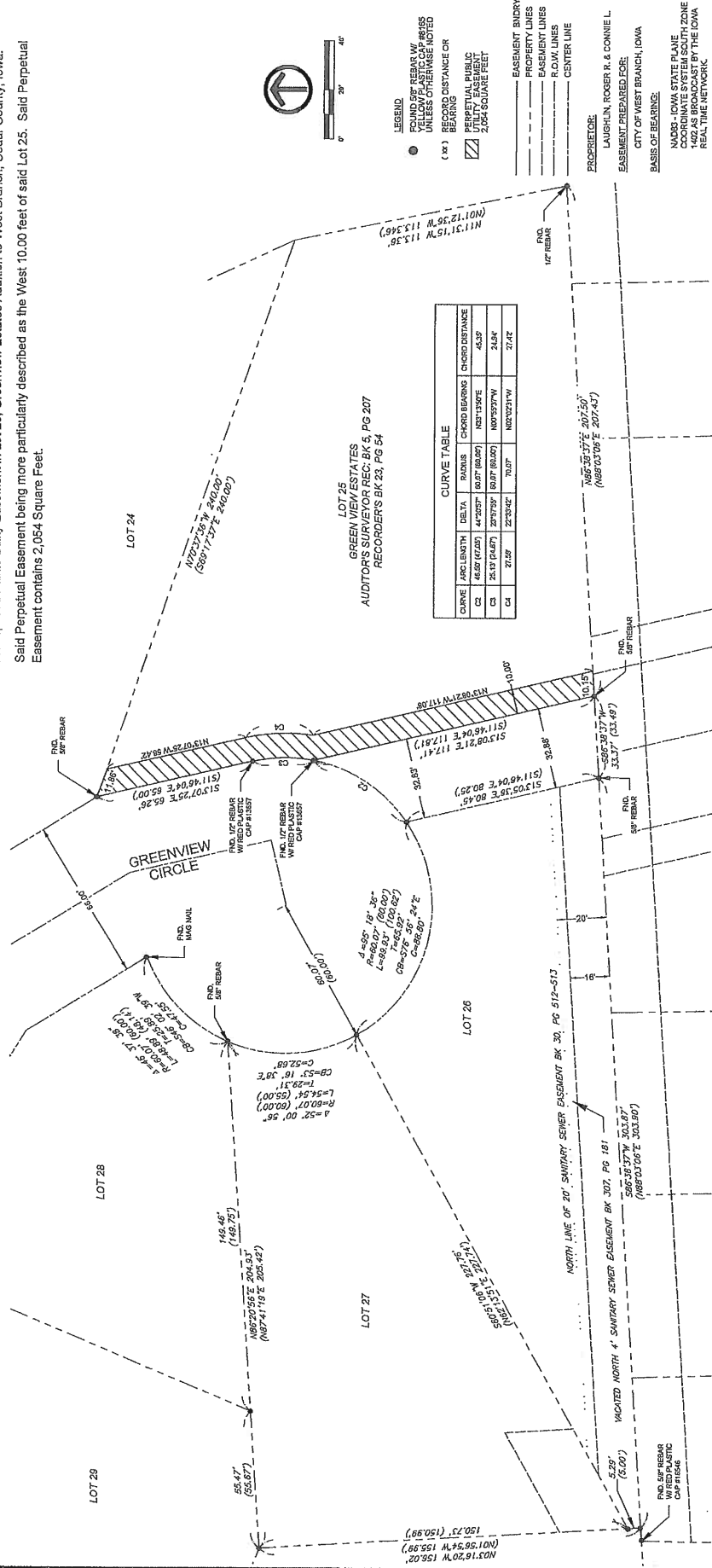
Exhibit A

PERPETUAL PUBLIC UTILITY EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

SURVEY PREPARED BY: VEENSTRA & KIMM, INC. - 880 22ND AVENUE - CORALVILLE, IA 52241 - (319) 465-1000

PERPETUAL PUBLIC UTILITY EASEMENT LEGAL DESCRIPTION

A Perpetual Public Utility Easement in Lot 25, Greenview Estates Addition to West Branch, Cedar County, Iowa.
Said Perpetual Easement being more particularly described as the West 10.00 feet of said Lot 25. Said Perpetual Easement contains 2,054 Square Feet.



CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	45.52' (4.25°)	44°20'57"	60.07' (84.00')	N33°13'50"E	45.52'
C2	25.12' (4.87°)	25°17'59"	60.07' (84.00')	N07°53'37"W	25.12'
C3	27.59' (2.34°)	22°33'42"	70.07'	N02°02'31"W	27.59'

LEGEND
 FOUND 50' REBAR W/ YELLOW PLASTIC CAP #1655
 YELLOW PLASTIC CAPS PLACED
 (X) RECORD DISTANCE OR BEARING
 PERPETUAL PUBLIC UTILITY EASEMENT
 2,054 SQUARE FEET
 EASEMENT BOUNDARY
 PROPERTY LINES
 EASEMENT LINES
 R.O.W. LINES
 CENTER LINE
 PROPRIETOR:
 LAUGHLIN, ROGER R. & CONNIE L.
 EASEMENT PREPARED FOR:
 CITY OF WEST BRANCH, IOWA
 BASIS OF BEARING:
 NAD83 - IOWA STATE PLANE
 COORDINATE SYSTEM SOUTH ZONE
 1422 AS BROADCAST BY THE IOWA
 REAL TIME NETWORK

DATE	REVISIONS	SCALE	BY	CHK	DATE

GREENVIEW DRIVE EXTENSION
CITY OF WEST BRANCH, IOWA
880 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565
319-465-1000 • 319-465-1008(FAX) • 888-264-3001(MKTG)

DATE	REVISIONS	SCALE	BY	CHK	DATE

VEENSTRA & KIMM, INC.
880 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565
319-465-1000 • 319-465-1008(FAX) • 888-264-3001(MKTG)

DATE	REVISIONS	SCALE	BY	CHK	DATE

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