

RESOLUTION 2022-80

**RESOLUTION APPROVING A PERMANENT EASEMENT AGREEMENT
WITH ROGER AND CONNIE LAUGHLIN FOR THE RELOCATION OF AN
EMERGENCY SIREN.**

WHEREAS, the City recently extended Greenview Drive to the north, thereby necessitating the need for the relocation of an emergency siren; and

WHEREAS, the City subsequently moved said emergency siren onto property owned by Roger and Connie Laughlin (collectively "Laughlin") on Greenview Drive; and

WHEREAS, the city needs to pay just compensation to Laughlin for the permanent easement and removal of a mature tree on the Laughlin property; and

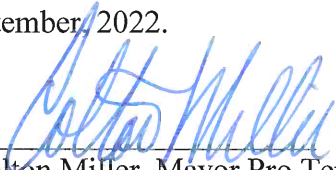
WHEREAS, the City administration has determined that just compensation for the permanent easement and removal of a mature tree on the Laughlin property is \$3,000.00; and

WHEREAS, to that end, the City Attorney has drafted an easement that requires approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST BRANCH CITY COUNCIL that the aforementioned easement agreement and payment of \$3,000 for just compensation is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor Pro Tem and City Clerk are directed to execute this Agreement on behalf of the City and cause said easement to be recorded in the Office of the Cedar County Recorder.

Passed and approved this 6th day of September, 2022.



Colton Miller, Mayor Pro Tem

ATTEST:



Leslie Brick, City Clerk



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Document 2022 3038 Pages 3
Date 9/09/2022 Time 10:48:37AM
Rec Amt \$17.00

MELISSA BAHNSEN, RECORDER
CEDAR COUNTY IOWA

Prepared by:

Kevin D. Olson
West Branch City Attorney

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Return to: City of West Branch, Iowa 110 N. Poplar Street, West Branch, Iowa 52358

PERMANENT EASEMENT AGREEMENT

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. Upon the payment of \$3,000.00 by the GRANTEE to GRANTOR, GRANTOR hereby grants and conveys to the GRANTEE a nonexclusive easement in the area as shown on Exhibit "A" attached hereto (the "Utility Easement") for the installation, access and maintenance of an emergency siren.
4. GRANTEE shall repair any damage to the Easement Area caused by it during the construction, access and maintenance in the Utility Easement.
5. 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, 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.
6. 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

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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; and (iii) against any property damage caused by the falling of the emergency siren on the GRANTOR's property.

7. In the event that a natural disaster causes the emergency siren to be destroyed, the GRANTEE agrees that its rights under this easement agreement shall cease and that the GRANTEE shall move the emergency siren to a different location.
8. 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.
9. 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.
10. 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.
11. That this written Permanent 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.
12. 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 31ST day of AUGUST, 2022.

GRANTOR:

By: Roger Laughlin
Roger R. Laughlin

By: Connie L. Laughlin
Connie L. Laughlin

GRANTEE:

City of West Branch, Iowa

By: Colton Miller
Colton Miller, Mayor Pro-Tem

ATTEST:

Leslie Brick
Leslie Brick, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this 7 day of September, 2022, by Colton Miller and Leslie Brick, as Mayor Pro Tem and City Clerk of the City of West Branch, Iowa.



Heidi Van Auker
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 31st day of August, 2022, by Roger R. Laughlin and Connie L. Laughlin, as husband and wife.

Leslie Brick
A Notary Public in and for the State of Iowa

