

RESOLUTION 2025-21

**RESOLUTION APPROVING AN EASEMENT ENCROACHMENT
AGREEMENT FOR LOTS 2 THROUGH 13, HERITAGE HILL, PART TWO,
WEST BRANCH, IOWA.**

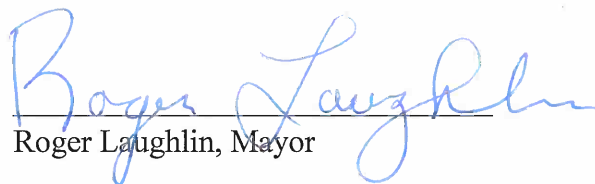
WHEREAS, Lots 2 through 13, Heritage Hill, Part Two, are encumbered by a water main easement; and

WHEREAS, the Developer, BBCO, LLC, has approached the City about encroaching in the easement by having overhangs within the easement; and


WHEREAS, the City Attorney has drafted an Easement Encroachment Agreement that requires approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned Easement Encroachment Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

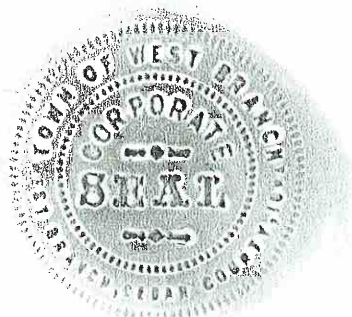
Passed and approved this 18th day of February, 2025.


Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk





Book 1763 Page 258-262

Document 2025 436 Pages 5
Date 2/24/2025 Time 10:45:48AM
Rec Amt \$27.00

MB

MELISSA BAHNSEN, RECORDER
CEDAR COUNTY IOWA

Prepared by and return to: Kevin D. Olson, City Attorney, 1400 5th Street, Coralville, IA 52241, (319) 351-2277.

EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **BBCO, LLC**, , Iowa 52240, hereinafter referred to as "OWNER," and the **City of West Branch, Iowa**, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52338, hereinafter referred to as "CITY."

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

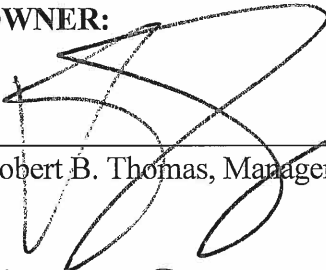
1. THAT OWNER is the owner of Lots 2 through 13 (inclusive), Heritage Hill, Part Two, West Branch, Iowa (the "Property").
2. That CITY has a public water main easement that encumbers the Property (the "City Easement"), said City Easement shown on the Plat of Heritage Hill, Part Two, West Branch, Iowa.
3. That OWNER shall have the right to construct overhangs on the buildings on the Property, said overhangs as shown on Exhibit "A" attached hereto which encroach into the City Easement,
4. That OWNER shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Installation in the Easement Area.
5. That OWNER shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to the CITY.
6. That CITY reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY'S or public's full enjoyment of the rights granted in this easement.
7. That OWNER agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original

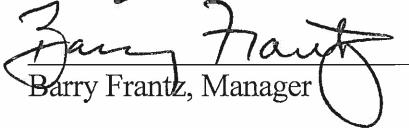
condition as is reasonably practicable.

8. In the event that CITY desires to replace, repair or install any other public improvement in or near the City Easement, the OWNER expressly agrees that it will provide access to the Property at no cost to the CITY to enable the CITY to make the necessary repairs.
9. That OWNER shall indemnify, defend and hold the CITY harmless against any loss or damage which may occur in the exercise of the encroachment rights by the OWNER.
10. That 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. This Agreement shall be recorded at the time of its execution with the understanding that GRANTOR has complete and absolute sole ownership, use and control of the Installation to be located in the perpetual easement area.
11. That this written Easement Encroachment Agreement constitutes the entire agreement between OWNER and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.
13. All costs of recording this Easement Agreement shall be borne by the OWNER.

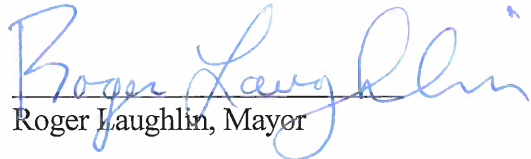
Dated this 19th day of February, 2025.

OWNER:


Robert B. Thomas, Manager


Barry Frantz, Manager

CITY OF WEST BRANCH:

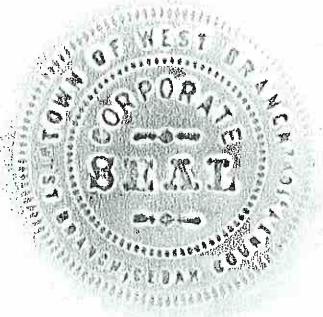

Roger Laughlin, Mayor

ATTEST:


Leslie Brick, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged before me on this 19 day of February, 2025, by Roger Laughlin and Leslie Brick, as Mayor and City Clerk respectively of the City of West Branch, Iowa.





Heidi Van Auken
Notary Public

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged on this 13th day of February, 2025 by Robert B. Thomas, as Manager of BBCO, LLC.

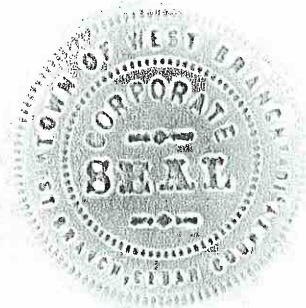


Leslie Brick
Notary Public

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on this 19th day of February, 2025, by Barry Frantz as Manager of BBCO, LLC.

Leslie Brick
Notary Public





CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
ROWA CITY, IOWA 52501
PHONE: 319.351.2522
WWW.MMSCONSULTANTS.COM

DATE: 08/22/22
REVISION: 08/22/22
BY: JAC
CHECKED: JAC
DATE: 08/22/22
BY: JAC
CHECKED: JAC
DATE: 08/22/22
BY: JAC
CHECKED: JAC

SITE ELEVATION
EXHIBIT

HERITAGE HILL,
LOT 1
WEST BRANCH,
CEDAR COUNTY,
IOWA

MMS CONSULTANTS, INC.
DATE: 08-04-22
DRAWN BY: JAC
CHECKED: JAC
DATE: 08-04-22
PROJECT NO: 11188-002
SHEET NO: 1

STANDARD LEGEND AND NOTES

- PROPERTY LINE
- EXISTING LOT BOUNDARY LINES
- PROPOSED LOT BOUNDARY LINES
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- EXISTING UTILITY LINES
- PROPOSED UTILITY LINES
- EXISTING DRIVEWAYS
- PROPOSED DRIVEWAYS
- EXISTING SIDEWALKS
- PROPOSED SIDEWALKS
- EXISTING CURBS
- PROPOSED CURBS
- EXISTING DRIVEWAYS
- PROPOSED DRIVEWAYS
- EXISTING SIDEWALKS
- PROPOSED SIDEWALKS
- EXISTING CURBS
- PROPOSED CURBS

