

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
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SANITARY SEWER EASEMENT AGREEMENT

**FOUNDERS GROVE – PART ONE
ELY, LINN COUNTY, IOWA**

THIS AGREEMENT, made and entered into by and between Watts Group Development, Inc. ("Owner"), which expression shall include its successors in interest and assigns, and the City of Ely, Iowa (the "City"), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Subdivider hereby grants and conveys to the City an easement for the purposes of grading and/or excavating for and the installation, replacement, maintenance and use of sanitary sewage lines, pipes, mains, and conduits as the City shall from time to time elect for conveying sewage and to facilitate use of the easement area for the purposes for which it has been granted. This easement for multiple purposes shall also allow all necessary equipment, appliances and fittings, for the use in connection with said multiple purposes, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas described as "Sanitary Sewer Easement" on the Final Plat of FOUNDERS GROVE – PART ONE, Ely, Linn County, Iowa, referred to herein as "easement area".

Owner further grants to the City:

The right of grading said easement area for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement area, to such extent as the City may find reasonably necessary.

The right from time to time to trim, to cut down and clear away any and all trees and brush on said easement area, and also to trim, cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of the City may be a hazard to said easement areas or

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which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area.

Owner reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said easement areas. Fences or trees placed in the easement area, with or without City approval, may be removed by the City without compensation or replacement.

Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any part thereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion by Owner, and until acceptance by the City, as by law provided.

The 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 and with the title to the land.

[Signature page to follow]

[Signature page to Sanitary Sewer Easement]

Dated this ____ day of September, 2023.

CITY OF ELY, IOWA

WATTS GROUP DEVELOPMENT, INC.

By: Eldy Miller
Eldy Miller, Mayor

By: Gary D. Watts
Gary D. Watts, President and Secretary

(seal)

ATTEST: Tara Miller
Tara Miller, City Clerk

STATE OF IOWA, LINN COUNTY: ss

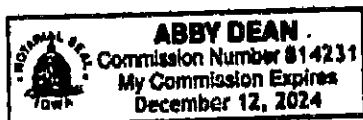
On this 29th day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eldy Miller and Tara Miller, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ely, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. 2023.09.33 of the City Council on the 18th day of September, 2023; and that Eldy Miller and Tara Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Judy Wery
Notary Public in and for the State of Iowa
My Commission Expires: 9/29/24

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on the 5 day of September, 2023, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.



Abby Dean
Notary Public in and for the State of Iowa
My Commission Expires: 12/12/24

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

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**PUBLIC UTILITY EASEMENT
FOUNDERS GROVE – PART ONE
ELY, LINN COUNTY, IOWA**

In consideration of the approval of the Final Plat of Founders Grove – Part One, Ely, Linn County, Iowa, the undersigned owner hereby grants to the City of Ely, Iowa, MidAmerican Energy Company, Linn County R.E.C., South Slope Cooperative Telephone Co., and CenturyLink, and their successors, a perpetual easement upon, over, under, along and across the areas designated on the Final Plat of Founders Grove – Part One, Ely, Linn County, Iowa, as “10.0 Foot Wide Public Utility Easement”, as located within the Subdivision.

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving the Subdivision and other property with electricity, gas, and communication service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the easement areas.

Grantor, its successors in interest and assigns, reserves the right to use said easement areas for purposes which will not interfere with the Grantee's full enjoyment of rights hereby granted; provided that Grantor shall not erect or construct any reservoir, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas.

No permanent dwellings or trees shall be placed on the areas so designated for utility easement but, with advance written authorization from the Grantee's representatives, the same may be used for gardens, shrubs, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

Grantor does hereby covenant that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any part thereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of

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the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

[Signature page to follow]

[Signature page to Public Utility Easement]

Dated this 5 day of September, 2023.

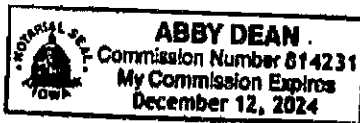
WATTS GROUP DEVELOPMENT, INC.

By: _____

Gary D. Watts, President

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 5 day of September, 2023, by Gary D. Watts, President of Watts Group Development, Inc.



Notary Public in and for
the State of Iowa

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

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STORM SEWER AND DRAINAGE EASEMENT

**FOUNDERS GROVE – PART ONE
ELY, LINN COUNTY, IOWA**

In consideration of the approval of the Final Plat of Founders Grove – Part One, Ely, Linn County, Iowa, Watts Group Development, Inc. ("Owner") hereby grants to the City of Ely, Iowa ("City") a perpetual easement upon, over, under, along and across the areas designated on the Final Plat of Founders Grove – Part One, Ely, Iowa, as "Storm Sewer and Overland Flow Easement" ("Easement Area") as located within the Subdivision.

The City shall have the right to excavate, install, replace, maintain and use such water lines, pipes, mains, and conduits as the City shall from time to time elect for conveying water and such drainage way storm sewer lines, storm water drainage culverts, and overland drainageways as the City shall from time to time elect for conveying storm water, and all necessary appliances and fittings for use in connection with said lines, together with adequate protection thereof and also a right-of-way with right of ingress and egress thereto, over and across the Easement Area.

The City shall also have the following rights in connection with the above:

1. The right of grading said Easement Area for the full width thereof, and the right to extend the cuts and fills for such grading into and on said land along and outside of said Easement Area, to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away all trees and brush on said Easement Area, and on either side of said Easement Area which now or hereafter in the opinion of the City may be a hazard to said areas or may interfere with the exercise of the City's rights hereunder in any manner.

The City shall indemnify the Owner and their successors in interest against any loss and damage which shall be caused by the negligent exercise of any said ingress or egress, construction, maintenance or use by the City or its agents or employees in the course of their employment.

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The Owner may use said Easement Area for purposes which will not interfere with the City's full enjoyment of its rights granted herein; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structure; plant any trees, drill or operate any well, or construct any reservoirs or other obstruction on said Easement Area, or diminish or substantially add to the ground cover over said Easement Area. Owner may place trees and/or fences in the Easement Area upon the written approval of the City. However, fences or trees placed in the Easement Area, with or without City approval, may be removed by the City without obligation or compensation or replacement.

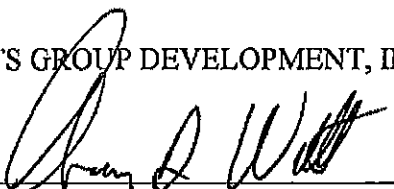
The Owner hereby covenants that they are lawfully seized and possessed of the real estate above described, and that they have good and lawful right to convey it or any part thereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein. Nor shall the Owner be deemed acting as the City's agent during the original construction and installation of said improvements. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the City, as provided by law.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall be deemed to apply to and run with the title to the land.

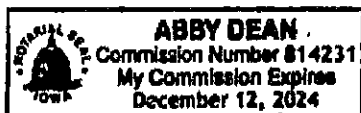
SIGNED this 5 day of September, 2023.

WATTS GROUP DEVELOPMENT, INC.

By: 
Gary D. Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY, ss.

This record was acknowledged before me on the 5 day of September, 2023, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.




Notary Public in and for the State of Iowa

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

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Coralville, IA 52241

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STORM WATER MANAGEMENT EASEMENT

FOUNDERS GROVE – PART ONE ELY, LINN COUNTY, IOWA

This Agreement is made by and between Founders Grove, LLC (hereinafter "Owner") and the City of Ely, Iowa, a municipal corporation (hereinafter "the City").

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, the Owners hereby grants and conveys to the City, an easement for the purposes of installing, operating and maintaining storm water control facilities and storage areas otherwise known as a Stormwater Control Facility, over and across the area designated as Outlot "A" and "Storm Water Management Easement" as shown on the Final Plat for Founders Grove – Part One, hereinafter referred to as "Easement Area".

The Owners further grant to the City the following rights in connection with said easement:

1. The right to temporarily occupy the area on either side of the above-described Easement Area in order to grade said Easement Area for the full width thereof.
2. The right from time to time to trim, cut down and clear away all trees and brush on said Easement Area and on either side of said Easement Area which now or hereafter in the opinion of the City may be a hazard to said facilities, or may interfere with the exercise of the City's rights hereunder in any manner.

The City shall indemnify Owners against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City.

The Owners reserve the right to use said Easement Area for purposes which will not interfere with the City's full enjoyment of its right hereby granted; provided that the Owners shall

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not erect or construct any building, fence, retaining wall or other structures; plant any trees, drill or operate any well; construct any obstructions on said easement areas; or substantially add to the ground cover of said Easement Area.

Owners shall maintain the Easement Area free from weeds and debris; shall in no event fill or permit the Storm Water Control Facility to be filled in; and Owners also agree to maintain its land so as to minimize erosion in and around said Easement Area.

The Owners hereby covenants with the City that it is lawfully seized and possessed of the real estate described above, and that it has good and lawful right to convey it or any part thereof.

After completion of the Storm Water Control Facility, the Owners and its successors and assigns shall thereafter maintain the facilities and Easement Area in such condition as to facilitate the proper functioning of said facilities. The maintenance shall include maintaining and mowing the groundcover over the areas adjacent to the basin and keeping the basin and its conduits free of debris. This obligation for maintenance may be transferred to or otherwise become the obligation of a Homeowner's Association. The City shall have no obligation for maintenance of the Easement Area. However, the City shall have the right, but not the obligation, to enforce the terms of this Agreement, including, but not limited to, the right to perform, on an emergency basis, repairs, conduit cleaning, reconstruction or maintenance on the facilities at the Owners' expense without notice.

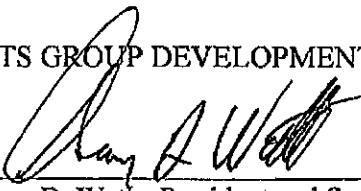
Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall the Owners be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement herein shall be in accordance with City specifications, and the obligation shall remain on the Owners until completion by the Owners.

This Agreement 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 and with the title to the land.

[Signature Pages to follow]

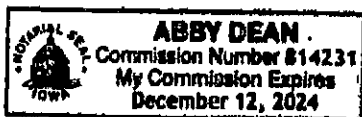
Dated this 5 day of September, 2023.

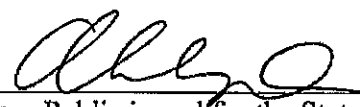
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary D. Watts, President and Secretary

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This record was acknowledged before me on the 5 day of September, 2023, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.




Notary Public in and for the State of Iowa

CITY OF ELY, IOWA

By: Eldy Miller
Eldy Miller, Mayor

ATTEST:

By: Tara Miller
Tara Miller, Deputy City Clerk

STATE OF IOWA, COUNTY OF LINN) ss:

On this 29th day of September, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eldy Miller and Tara Miller, 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 Ely, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge 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.

Judy Wery
Notary Public in and for said State

