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Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

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Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: May 19, 2020

Re: Consideration of Grant of Easement to the City of Cambridge for Access Across County Property for Their Water Treatment Plant

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The City of Cambridge is requesting temporary and permanent easements across Story County Conservation property and under the Heart of Iowa Nature Trail. The City is in the process of upgrading their waste water treatment facility and needs this easement in order to place a discharge pipe for treated water. The pipe will be below grade and will be under the Skunk River bridge.

Story County Conservation Board recommends your approval.

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Disapproval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TEMPORARY CONSTRUCTION EASEMENTS**

**Recorder's Cover Sheet**

**Preparer Information:** Michael L. Lewis, Lewis Law Firm, P.C.  
212 Water Street, Cambridge, IA 50046  
Telephone: 515-220-4400  
Facsimile: 515-220-4402  
Email: [mike@lewislawfirm.us](mailto:mike@lewislawfirm.us)

**Return Document to:** City of Cambridge  
Debra L. Thompson  
220 Water Street, Cambridge, IA 50046  
Telephone: 515-220-4541

**Grantor:** **Story County Conservation Board**  
56461 180<sup>th</sup> Street, Ames, IA 50010  
Telephone: 515-232-2516

**Grantee:** City of Cambridge, Iowa

## OUTFALL WASTEWATER PLANT DISCHARGE PIPE EASEMENT

**KNOW TO ALL PERSONS BY THESE PRESENTS** that the undersigned, Story County Conservation Board (hereinafter referred to as the “Grantor”) in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **CITY OF CAMBRIDGE, IOWA**, a municipal corporation (hereinafter referred to as the “the City”), a permanent and perpetual easement (hereinafter referred to as “Easement” and right-of-way upon, over, under, through and across the real property legally described as:

**A strip of land 30.00 feet in width lying entirely within the former railroad right of way, crossing part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 82 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, being situated 15.00 feet on each side of the following centerline: Commencing at the Southwest Corner of said Section 22; thence N00°19'37"W, 107.04 feet along the west line thereof to the north line of said former railroad; thence following said line N88°35'25"E, 115.50 feet; thence easterly 472.31 feet along upon a curve having the radius of 5536.08 feet, concave northerly, a central angle of 4°53'17" and being subtended by a chord which bears N86°08'46"E, 472.17 feet to the point of beginning; thence S44°22'41'E, 44.63 feet; thence 88°01'33"E, 241.16 feet, thence S30°46'24"E, 183.42 feet, thence S30°46'24"E, 183.42 feet; thence S89°42'49"E, 41.58 feet, thence terminating, containing 15,324.29 s.f.**

(hereinafter referred to as the “Easement Area”) for the purpose of constructing an outfall wastewater plant discharge pipe and to permit and allow the City to enter at any time upon, over, under, through and across into the Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair and to forever maintain the outfall wastewater plant discharge pipe constructed within the easement area.

This Easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited: Grantor and its successors and assigns shall not erect any structure, building or fence over or within the Easement Area without obtaining written consent of the City.
2. Maintenance: After the initial construction of the outfall discharge pipe, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the discharge pipe, to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor, except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems however the City shall be required to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the Easement Area. Any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the City at the City's sole expense.

- Grantor shall be responsible for the seeding of the easement area(s) after construction is complete and the City shall reimburse Grantor for the reasonable costs related thereto.
3. Change in Grade Prohibited: Grantor and its successors and assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.
  4. Right of Access: The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.
  5. Access to Heart of Iowa Nature Trail: Nothing in this easement shall be construed so as to prevent the Grantor from operating and maintaining the Heart of Iowa Nature trail, and its attendant recreational uses.
  6. Mineral Rights: Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.
  7. Hold Harmless: Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.
  8. Easement Runs With the Land: This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
  9. Jurisdiction and Venue: The City and the Grantor agree the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Story County, Iowa.
  10. Attorney's Fees: The City may enforce this Easement by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this \_\_\_\_\_ day of May, 2020.

**GRANTOR**

**GRANTEE**

**STORY COUNTY BOARD OF SUPERVISORS**

**CITY OF CAMBRIDGE**

\_\_\_\_\_  
Linda Murken, Chair

\_\_\_\_\_  
Steve Kovarik, Mayor

\_\_\_\_\_  
Debra Thompson, City Clerk

STATE OF IOWA

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COUNTY OF STORY

On the \_\_\_\_\_ day of May, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Linda Murken, to me personally known, who being first sworn, did say that that person is Chair of the Story County Board of Supervisors executing the foregoing instrument, that (the seal affixed to said instrument is the real seal of the board or no seal has been procured by the board) and that the instrument was signed (and sealed) on behalf of the Story County Board of Supervisors, by it and by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**ACCEPTANCE BY CITY OF CAMBRIDGE, IOWA**

**CITY OF CAMBRIDGE, IOWA**  
an Iowa Municipal Corporation

By; \_\_\_\_\_  
Steve Kovarik  
Mayor of the City of Cambridge, Iowa

By; \_\_\_\_\_  
Debra Thompson, City Clerk

STATE OF IOWA            )  
                                      )  
COUNTY OF STORY        )        SS

On this \_\_\_\_\_ day of May, 2020, before me, the undersigned, a Notary Public in and for the said County and the State of Iowa, personally appeared Steve Kovarik and Debra Thompson, to me personally known, who being first duly sworn, did say they are the Mayor and City Clerk of the City of Cambridge, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Cambridge, Iowa, by it and by them voluntarily executed.

By: \_\_\_\_\_  
Notary Public in and for the State of Iowa

