



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

Memorandum

To: Story County Conservation Board

Through: Michael D. Cox, Director

From: Pat Shehan, Special Projects Ranger

Date: January 12, 2025

Re: Consideration of a Temporary Construction Easement with WesTech Inc. for Hannum's Mill Dam Mitigation.

The attached temporary construction easement grants the County easement to perform construction activities on WesTech Inc. property. The easement is necessary to complete the work needed for the partial removal of the existing Hannum's Mill Dam.

Staff requests your approval and recommendation to the Board of Supervisors.

Approval

Disapproval

Date

Date

Preparer: Michael D. Cox, Conservation Director, PH: 515-232-2516; FAX 515-232-6989
Story County Conservation, 56461 180th Street, Ames, IA 50010
RETURN ORIGINAL TO: Michael D. Cox, Story County Conservation, 56461 180th Street, Ames, IA 50010

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **WesTech Engineering, LLC**, whose address is 600 Arrasmith Trail, Ames, IA 50010, and their successors and assigns (collectively, “**Grantor**”), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to Story County, Iowa, whose address is 900 Sixth St., Nevada, IA 50201 and its successors and assigns (collectively “**Grantee**”), its agents, contractors and employees, a temporary construction easement (hereinafter the “**Easement**”) over a portion of the real property owned by Grantor, which property is described on the attached Exhibit “A” at page 5 (“**Grantor’s Property**”).

The Easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment to effectuate the partial removal of “**Hannum’s Mill Dam**,” (hereinafter the “**Project**”). The purpose of the Project is to make river passage safe for recreational public use and permeable to fish passage. To accomplish these ends, Grantee plans to remove the northern portions of the existing dam and install streambank stabilization practices along the banks of the river on the Grantor’s Property.

The Easement granted to Grantee herein shall be over, upon, across and under a portion of Grantor’s Property, which property is described on the attached Exhibit “A”. The portion of Grantor’s Property that Grantor grants Grantee the Easement upon is identified on the attached Exhibit “B” as the Construction Area and is referred to hereinafter as the “**Temporary Easement Area**”. The Easement shall include a limited right of reasonable ingress and egress across Grantor’s Property to and from the Temporary Easement Area along the Haul Route identified on Exhibit “B”, as may be specified or altered in writing by Grantor from time to time, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the Partial Dam Removal Project. The Grantee agrees to notify Grantor in advance of entry to the subject property. Grantee will, insofar as practicable, restore any ground disturbed by the Grantee’s use of the Easement and any ingress or egress thereto or from. Grantee will take all reasonable measures prevent any damage to any property of Grantor from soil erosion through riverbank stabilization.

1. All materials and equipment and facilities placed by Grantee in the Temporary Easement Area shall be owned by and remain the property of Grantee during the period while the Easement remains

in effect.

2. Grantee shall operate in accord with the requirements of the Story County Code of Ordinances, and any applicable State and Federal laws, rules, and regulations.

3. In addition to the easement and easement areas described above, Grantor grants to Grantee a limited right of reasonable ingress and egress over and across Grantor's Property and from the Temporary Easement Area in order to permit Grantee to perform the project, as may be reasonably specified and adjusted in writing by Grantor from time to time. Methods and means of which shall be subject to Grantor approval, which shall not be unreasonably withheld.

4. The Easement created by this Agreement shall terminate thirty (30) days after the Project is complete.

5. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third-party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the construction for which this Easement is granted.

6. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this Easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

7. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws. The parties stipulate and agree that, for state claims arising from this agreement, venue and jurisdiction shall be proper in the District Court for Story County, Iowa, and, for any federal claims arising from this agreement, venue and jurisdiction shall be proper in the Southern District of Iowa.

8. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

9. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

This Temporary Construction Easement is executed and delivered by Grantor to Grantee this 16th day of DECEMBER, 2025.

GRANTOR:

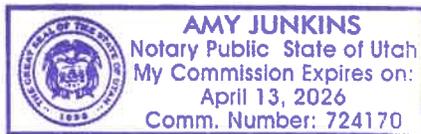
By *Greg Holt* G.V. HOLT

CEO
It's

STATE OF Utah)
COUNTY OF Salt Lake) ss.

This record was acknowledged before me this 16th day of DECEMBER, 2025, by Greg Holt as CEO.

STAMP



Amy Junkins
Notary Public

Printed Name: Amy Junkins
My commission expires: April 13, 2026

GRANTEE:

STORY COUNTY, IOWA

By: _____

Printed Name: _____

Title: Chair of Board of Supervisors

By: _____

Printed Name: _____

Title: Story County Auditor

STATE OF IOWA

COUNTY OF STORY

On this _____, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Story County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa, and that the instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Ordinance No. _____ passed (the Resolution adopted) by the Board of Supervisors, under Roll Call No. _____ of the Board of Supervisors on _____, 2025 and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa, by it voluntarily executed.

Notary Public

Print Name: _____

STAMP

My commission expires: _____

EXHIBIT A

Grantor's Property Legal Description,

THE EAST 432 FEET TO ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING NORTH OF THE CENTER LINE OF THE SKUNK RIVER.

EXHIBIT B

Temporary Easement Area –

