



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
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www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: February 9, 2026

Re: Consideration of Limited Easement with the Iowa Regional Utilities Association in Section 19, Township 85N Range 22W, Story County, Iowa.

The attached easement with the Iowa Regional Utilities Association allows the Association to place a residential service waterline across County property next to the Praeri Rail Trail. This easement will not impact the trail.

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

Approval

Disapproval

Date

Date

Prepared by: Todd Rozendaal of Iowa Regional Utilities Association, 1351 Iowa Speedway Drive, Newton, Iowa. 50208 (Telephone: 641-792-7011)

WHEN RECORDED RETURN TO: Iowa Regional Utilities Association, R-O-W Department, 1351 Iowa Speedway Drive, Newton, Iowa 50208

LIMITED EASEMENT

No: 226-85-22-19-2

Know all men by these presents, that Story County Iowa ("Grantor"), for good and valuable consideration, does hereby grant to Iowa Regional Utilities Association (Grantee), its successors and assigns, subject to the provisions herein, a permanent easement, including general rights of ingress and egress, for the construction, maintenance, use, repair, removal, and replacement of water lines, and for no other use or purposes whatsoever, over, under and through the following described property:

Abandoned Railroad Right of Way in the North ½ of the Northeast ¼ of Section 19, Township 85 North, Range 22 West of the 5th P.M., Story County Iowa: subject to easements of and public roads of record.

Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of 30 feet, the centerline of which will be the waterlines and appurtenances. During initial construction, no crop damage will be paid by the Association, unless otherwise agreed upon in writing. The Association will try to place the pipe lines within about ten to twenty feet from fences adjacent to road rights of way except to avoid natural or man-made obstructions or to comply with governmental requirements or upon verbal requests of any owner or agent of any owner prior to initial construction. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to repairs or maintenance of its property after one year from the date of initial construction. Grantor(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. Each signer below represents that he, she or it has authority to grant these easement interests and that the Grantor(s) have an equitable interest in the property. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

Grantee shall have the duty to keep and maintain its easement, including the duty to repair and maintain the pipelines it constructs pursuant to this easement; Grantee shall have the duty to repair and restore any and all damage resulting from its failure to maintain the easement.

Grantor reserves the right to use the real estate for any and all purposes, or otherwise dispose of the same subject to this easement, including but not limited to the right to mortgage, sell, lease, grant licenses or other easements for the use and occupation of all or any portion of said real estate, and bill and collect rents, issues and profits therefrom, as long as such use or disposition is not inconsistent with the rights herein granted to Grantee.

In addition to any grounds for termination provided by law, this easement shall terminate automatically and be of no further force and effect when the waterlines constructed by Grantee are inactive, or their use otherwise discontinued, for a period of twelve (12) consecutive months, unless otherwise agreed in writing. In the event of early termination, Grantee shall have the duty to restore the property to its original state, including the restoration of vegetation and plant life, fences and other structures, and leveling and grading.

Grantee shall indemnify and hold harmless Grantor against all damages, claims, settlements, judgments and other losses arising from Grantee's performance or failure to perform any obligation under this easement.

STORY COUNTY, IOWA

(By): _____

(By): _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
(ss.
COUNTY OF _____)

On this _____ day of _____, A.D. 20____, before me, the
Undersigned, a Notary Public in and for said State, personally
appeared _____,
 _____ **to me personally known**
or
 _____ **proved to me on the basis of satisfactory evidence**

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

(Print/type Name)

Notary Public in and for the County of _____
And State of Iowa

CAPACITY CLAIMED BY SIGNER

_____**INDIVIDUAL**
CORPORATE

Title(s) of Corporate Officer(s):

 Corporate Seal is affixed

 No Corporate Seal procured

PARTNERS(s): _____

 Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):
