

**RESOLUTION NO. 005 (2025/2026)**

**A RESOLUTION ACCEPTING EASEMENT TO CONSTRUCT AND  
MAINTAIN A RECREATIONAL TRAIL BETWEEN  
THE CITY OF NEVADA, IOWA AND NEVADA DEV, LLC**

**WHEREAS**, A Recreational Trail in the Northview Phase 1 Subdivision is being constructed and Nevada Dev, LLC, desires to sell, grant and convey unto the City of Nevada, Iowa, a Recreational Trail Easement; and

**WHEREAS**, it is necessary for the City to obtain a permanent easement from Nevada Dev, LLC, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the Recreational Trail; and

**WHEREAS**, Nevada Dev, LLC, does hereby grant to the City of Nevada, Iowa, a permanent easement to construct and maintain the trail, in, to, on, over and across real estate in Story County, Iowa, as described in Exhibit A of the attached easement; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Nevada, Iowa, that:

1. The Easement to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Recreational Trail in the Northview Phase I Subdivision, by and between the City of Nevada, Iowa, and Nevada Dev, LLC, in the forms attached hereto is hereby accepted.

**PASSED AND APPROVED** this 14<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 005 (2024/2025) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 005 (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 005 (2024/2025) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14<sup>th</sup> day of July, 2025.

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Kerin Wright, City Clerk

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**WHEN RECORDED RETURN TO:**

Erin Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**RECREATIONAL TRAIL EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Nevada Dev, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Nevada, Iowa, a municipal corporation, in the County of Story, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Easement Acquisition Plat

That the above described easement is granted unto the City of Nevada, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Recreational Trail**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. 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 from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on,

through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, its permittees and licensees, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF STORY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly (sworn or affirmed) did say that he is the President of said company, that said instrument was signed on behalf of the said company by authority of its Members; and, that said \_\_\_\_\_, as such President, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

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

Consented to by: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Its: \_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF STORY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ to me personally know, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the company executed the within and foregoing instrument, that no seal has been procured by the company; that the instrument was signed on behalf of the company and by authority of its Members; and that \_\_\_\_\_, as \_\_\_\_\_, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the company, by it and by him/her voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF STORY            )

I, Kerin Wright, City Clerk of the City of Nevada, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kerin Wright, City Clerk of the City of Nevada, Iowa

DESIGN START DATE  
12-11-2024  
DATE PLOTTED  
6-13-2025  
PRELIMINARY FIELD  
WORK COMPLETED  
01-17-2025  
FIELD BOOK NO  
2025-02

LINE	DATE	DESCRIPTION	AMOUNT
1284	11/17/71	PAID	10.00
1285	11/17/71	PAID	10.00
1286	11/17/71	PAID	10.00
1287	11/17/71	PAID	10.00
1288	11/17/71	PAID	10.00
1289	11/17/71	PAID	10.00
1290	11/17/71	PAID	10.00
1291	11/17/71	PAID	10.00
1292	11/17/71	PAID	10.00
1293	11/17/71	PAID	10.00
1294	11/17/71	PAID	10.00
1295	11/17/71	PAID	10.00
1296	11/17/71	PAID	10.00
1297	11/17/71	PAID	10.00
1298	11/17/71	PAID	10.00
1299	11/17/71	PAID	10.00
1300	11/17/71	PAID	10.00