

**RESOLUTION NO. 034 (2025/2026)**

**A RESOLUTION ACCEPTING DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT  
AND ACCEPTING TEMPORARY ACCESS EASEMENT BETWEEN THE CITY OF NEVADA,  
IOWA AND CLEM ACRES L.L.C.**

**WHEREAS**, the City of Nevada, Iowa ("City"), and West Indian Research Acres, LLC ("Company") previously entered in a Real Property Charitable Agreement per Resolution No. 020 (2025/2026) dated September 22, 2025, Attachment #1; and

**WHEREAS**, the gift of Parcel L was conditioned on the City's execution of the Drainage Maintenance and Easement Agreement, which requires the City to undertake certain repair and maintenance obligations to the drainage tile system under a portion of Parcel L which benefits the adjoining Parcel M, owned by Clem Acres, LLC; and

**WHEREAS**, the Drainage Maintenance and Easement Agreement by and between the City and Clem Acres, LLC, ("Owner") is set forth in Attachment #2; and

**WHEREAS**, the previously executed Real Property Charitable Agreement also requires Clem Acres, LLC to grant the City a Temporary Access Easement per Attachment #3 for the purpose of ingress and egress to W. T Avenue to allow the City time to construct a separate access drive between Parcel L and W. T Avenue; and

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

1. The Drainage Maintenance and Easement Agreement, Attachment #2 herein, between the City of Nevada and Clem Acres LLC, in which City agrees to keep the drainage improvements in good repair and condition in a manner permitting unobstructed flow of surface and storm water from Parcel M through and within said Drainage Improvements into abutting outlets, pursuant to Attachment #2, is hereby approved.

2. The City of Nevada, Iowa, hereby accepts the Temporary Access Easement granted by Clem Acres LLC to the City, in the form hereto as Attachment #3.

3. The Mayor and City Clerk are authorized to execute the Drainage Maintenance and Easement Agreement and Temporary Access Easement.

4. Upon receipt of the executed Drainage Maintenance and Easement Agreement and Temporary Access Easement, City Staff is hereby authorized to record the Agreement and Easement with the Story County Recorder, and take such any other actions necessary to accept the land donation and effectuate the terms of the Real Property Charitable Agreement dated September 22, 2025.

**PASSED AND APPROVED** this 8<sup>th</sup> day of December, 2025.

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

ATTEST:

\_\_\_\_\_  
, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 034 (2024/2025) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 034 (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 034 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8<sup>th</sup> day of December, 2025.

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Kerin Wright, City Clerk

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Attachment # 1

Item #

13

Date: 9/22/25

**RESOLUTION NO. 020 (2025/2026)**

**A RESOLUTION APPROVING  
REAL PROPERTY CHARITABLE DONATION AGREEMENT BETWEEN  
CITY OF NEVADA, IOWA AND WEST INDIAN RESEARCH ACRES, LLC**

WHEREAS, the City of Nevada, Iowa ("City"), and West Indian Research Acres, LLC ("Company") desire to enter into a Real Property Charitable Agreement ("Agreement"); and

WHEREAS, Company shall donate to the City the real property consisting of a parcel of land of approximately 22.45 gross acres; and

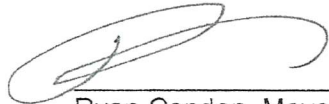
WHEREAS, City and Company agree that fair market value of the Real Property is \$458,000.00, based on a qualifying appraisal of the Real Property; and

WHEREAS, City shall use the Real Property exclusively for the public purposes of a city park and City agrees to name the city park Clem Acres; and

WHEREAS, City and Company agree to the terms and conditions as set forth in the Real Property Charitable Donation Agreement, Exhibit B attached; and

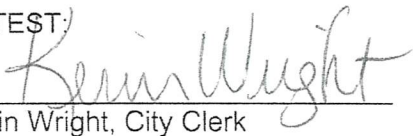
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Real Property Charitable Agreement with West Indian Research Acres, LLC, per attached Exhibit B. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 22<sup>nd</sup> day of September, 2025.



Ryan Condon, Mayor

ATTEST:

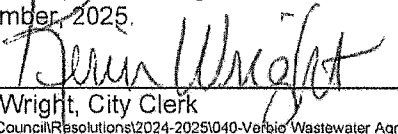
  
Kerin Wright, City Clerk

Moved by Council Member Jason Sampson, seconded by Council Member Dane Nealson, that Resolution No. 020 (2025/2026) be adopted.

AYES: Sampson, Nealson, Ehrig, Spence  
NAYS: None  
ABSENT: Corbin  
ABSTAIN: Skaggs

The Mayor declared Resolution No. 020 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 020 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of September, 2025.

  
Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2024-2025\040-Verbio Wastewater Agreement.doc

## REAL PROPERTY CHARITABLE DONATION AGREEMENT

This Real Property Charitable Donation Agreement (this "Agreement") is made and entered into as of November 14, 2025 (the "Effective Date"); by and between West Indian Research Acres, LLC, an Iowa limited liability corporation (the "Company") and the City of Nevada, Iowa (the "City") with respect to a charitable donation in the amount of the Contribution (defined below). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Company shall provide and the City shall receive the Contribution. The Company and the City are each a "Party" and, together, the "Parties".

### Background

The City is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). The Company desires to support the City through its Contribution for use of the Real Property (defined below) exclusively for public purposes.

The parties hereto agree as follows:

1. **Contribution.** At Settlement, the Company shall donate to the City the real property described on Exhibit A hereto, consisting of a parcel of land of approximately 22.45 gross acres and all improvements, if any, situated thereon, subject to the terms and conditions of this Agreement (the "Real Property"), but subject to (a) real estate taxes and assessments not yet due as of Closing; (b) zoning laws and building ordinances; (c) easements, covenants, and restrictions of record, provided the same do not prohibit use of the Real Property as a public park; (d) any matter that an accurate survey of the Real Property could or would show; (e) any matter arising from the City's actions, including any matter arising or permitted by the City during its prior use of the Real Property; and (f) the Restrictive Covenant (defined below) (collectively, the "Permitted Exceptions").

The City and the Company agree that the fair market value of the Real Property is \$458,000.00, which is based on a qualifying appraisal of the Real Property (the "Contribution"). The City acknowledges the Real Property and use of the Real Property in accordance with the Use Restriction (defined below) is in furtherance of a public purpose. The City agrees to cooperate with the Company and its advisors, attorneys, and accountants with respect to, and to complete any documentation or additional paperwork necessary or helpful to assist the Company in documenting its gift, such obligation to survive Settlement and delivery of the Deed (defined below). In the event the income tax deductibility of the Contribution is challenged, the City will provide reasonable assistance to the Company, in contesting the unfavorable determination or ruling. The Parties acknowledge that certain state or federal laws now or in the future may require the Company to disclose information on donations provided to charitable or governmental entities. The Company may report information about the Contribution provided under this Agreement, as required by law.

### 2. Settlement

a. If available, the Company shall deliver to the City a current abstract of title showing marketable title to the Real Property in conformity with this Agreement and with the land title examination standards of the Iowa State. The City acknowledges that the abstract(s) delivered hereunder will not reflect the split of the Real Property from its root parcels and, therefore, covers more real estate than the Real Property. Any new or split abstract created exclusively for the Real Property will be done at the City's sole expense or, if the Company pays for such new or split abstract, the amount paid by the Company hereunder shall be added to the Contribution. In the

absence of an abstract, the City will acquire a Title Certificate for the Real Property, which must show clear title to the Real Property in the Company, subject, however, to the Permitted Exceptions.

b. ~~Settlement and delivery of possession of the Real Property will occur on or before~~ December 31, 2025 ("Settlement"). Settlement will be held at the offices of the City. The Company and the City will cooperate on preparing documents. At Settlement, (i) the Company will deliver to the City a special warranty deed to the Real Property, in substantially the form and set forth in Exhibit B (the "Deed"); and an original, notarized signature page of Clem Acres, LLC to each of the Temporary Access Easement and the Drainage Agreement; and (ii) the City will deliver to the Company an original, notarized signature page of the City to each of the Temporary Access Easement and the Drainage Agreement.

c. Real property taxes on the Real Property will be prorated as of the close and Settlement based upon the latest available tax information. The City will notify Story County promptly after recording the Deed to ensure prompt tax exemption of the Real Property. If, on account of the foregoing proration, the City receives an amount greater than the actual taxes payable by the City after Settlement with respect to a period before Settlement, the difference shall be promptly paid to the Company, such obligation to survive Settlement and delivery of the Deed.

d. All risk of loss for the Real Property will remain with the Company, until Settlement, subject, in each case, to the City's obligations under Section 9, below.

### 3. Representations and Warranties

The Company represents and warrants as follows:

a. It has good and marketable title to the Real Property free from all mortgages, security interests or other encumbrances, other than those that will be released before Settlement and other than the Permitted Exceptions.

b. Intentionally deleted.

c. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or, to the Company's knowledge, threatened against the Real Property or any portion thereof, or pending or, to the Company's knowledge, threatened against the Company which could affect the Company's title to the Real Property or any portion thereof, or subject a subsequent owner of the Real Property, or any portion thereof, to liability.<sup>1</sup>

The City represents and warrants as follows:

a. It is a governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code.

b. The City has full authority and power to enter into this Agreement, and when signed, it shall be a valid obligation of, and enforceable against, the City.

### 4. Additional Agreements and Covenants

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<sup>1</sup> Drafting Note: If the City commences annexation of the Real Property prior to Settlement, we will need to add reference to the same here.

a. The City shall use the Real Property exclusively for the public purposes of a city park and an area no larger than 1 (one) acre for the deposit of trees, leaves and brush (the "Use Restriction"). The Use Restriction will be set forth on the Deed as part of a restrictive covenant that runs with the Real Property (the "Restrictive Covenant").

b. The City agrees to name the city park Clem Acres or such other name hereafter approved by Gary W. Clem, for so long as he is living, and, thereafter (i.e., after Gary W. Clem is no longer living), for so long as a child of Gary W. Clem is living, by a majority of such then living children, and, thereafter (i.e., when no children of Gary W. Clem are living), for so long as a grandchild of Gary W. Clem is living, by a majority of such then living grandchildren. Such naming rights to survive Settlement and delivery of the Deed and will be referenced on the Restrictive Covenant in the Deed. The name, as determined or hereafter approved in accordance with this Section, shall appear on appropriate, visible signage at the park, the location and design for such signage to be approved by the party holding naming rights pursuant to this section at the time such signage is proposed and installed by or for the City. This provision shall survive the transfer of the Real Property and shall not merge with the Deed, even if such Deed includes reference to these rights.

c. The City acknowledges there is a drainage tile system under a portion of the Real Property which benefits real property described as Parcel M, being a part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, more particularly described in a Plat of Survey, filed of record in the Office of the Story County, Iowa Recorder, as Instrument No. 2024-05745 ("Parcel M"). As an express condition to, and in consideration of the Contribution, the City agrees for itself and its successors in interest to the Real Property, to maintain the drainage tile and related drainage improvements located on/under the Real Property (collectively, the "Drainage Improvements") in good condition and repair and in a manner that permits the unobstructed flow of water from Parcel M through said Drainage Improvements into abutting outlets, and to otherwise improve and use the Real Property in a way that does not damage the Drainage Improvements. If any Drainage Improvement is damaged and not promptly repaired by the City, and in cases of emergency, the owner of Parcel M and its tenants, and their respective contractors and contractors' subcontractors, shall have a right of access to make such necessary repairs and, in such case, the City will reimburse any such party for all reasonable repair costs and the costs to enforce the City's obligations with respect to the Drainage Improvements, such reimbursement to be made within 30 days after such party's demand therefor and delivery of supporting invoices. The City's reimburse shall not limit any right of the easement area owner to prove damages resulting from the City's breach of obligations with respect to the Drainage Improvements. The foregoing shall be set forth in a separate recordable document agreed to by the Company and the City before Settlement and recorded with the Deed (the "Drainage Agreement").

d. The City will be solely responsible for, and this Agreement is not contingent on, the annexation of the Real Property into the City of Nevada, Iowa. The Company will reasonably cooperate with the City with respect to such annexation.

e. The Company will cause Clem Acres, LLC to deliver a temporary easement over that portion of Parcel M marked as "35' access easement" on that certain Plat of Survey, filed of record in the Office of the Story County Recorder, as Instrument No. 2024-05745 (the "Temporary Access Easement"). The Temporary Access Easement shall provide the City access to and from W. T Avenue until the earlier of (i) one year after the recording of the Temporary Access Easement; or (ii) the date the City constructs a separate access drive providing direct access between the Real Property and W. T Avenue. Said Temporary Access Easement will be a separate recordable document, to be agreed to by the Company and the City before Settlement, will be recorded with the Deed, and will (i) not require the Company, Clem Acres, LLC, or any subsequent owner to



construct or maintain the dirt path currently located within the easement area, with the City's use being at the City's own risk, (ii) require the City to reimburse the fee owner of the easement area for any repairs to the easement area caused by the City's use thereof; and (iii) contain such other terms customary for access easements. Other than as provided in the Temporary Access Easement, the City shall have no rights to the easement marked on the above-referenced Plat and the Company and/or Clem Acres may cause the amending of such Plat to remove reference to such easement.

5. No Assignment. Neither Party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed. It will not be considered unreasonable for the Company to withhold consent to the assignment of this Agreement by the City to any person or entity that would jeopardize the availability of an income tax deduction in the full amount of the Contribution.
6. No Third Party Beneficiaries. This Agreement inures to the benefit of the City and the Company only, and no third party shall have any rights under it, except as expressly provided herein.
7. Amendment; Entire Agreement; Binding Nature. This Agreement may not be amended other than by a writing signed by authorized representatives of both Parties. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, understandings or arrangements. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns; provided, that, this provision shall not be construed to supersede any term that requires a Party to obtain the consent of the other prior to the assignment of this Agreement.
8. Governing Law. This Agreement is governed by the internal laws of the State of Iowa.
9. As Is. Except for the representations and warranties expressly set forth in this Agreement or the Deed, (a) neither the Company nor any of its owners, managers, officers, agents, representatives, or employees makes or has made any representation, warranty, or covenant, of any kind or character, express or implied, with respect to the Real Property or any matter related thereto, including, without limitation, any representation or warranty as to merchantability, fitness for a particular purpose, or the condition (physical, environmental, or otherwise) of the Real Property and (b) the City has not relied and will not rely on any warranty, representation, or covenant with respect to the Real Property. The City agrees that it is acquiring, and, as of Settlement, acquires, the Real Property "as is", "where is", and "with all faults". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CITY FOREVER RELEASES THE COMPANY AND ITS OWNERS, MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES" AND EACH, A "RELEASED PARTY") FROM, AND, AS AGAINST EACH AND EVERY RELEASED PARTY FOREVER WAIVES, ANY AND ALL CLAIMS OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, AND REGARDLESS OF FAULT OR NEGLIGENCE, THAT THE CITY HAS OR MAY HEREAFTER HAVE AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO THE CONDITION (PHYSICAL, ENVIRONMENTAL, OR OTHERWISE) OF THE REAL PROPERTY, EXCEPT, AND THEN ONLY TO THE EXTENT, ANY SUCH CLAIM IS RELATED TO, OR VIOLATES OR OTHERWISE BREACHES, A REPRESENTATION, WARRANTY, OR COVENANT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED, OR BOTH, AND THAT EXPRESSLY SURVIVES CLOSING. THE CITY ACKNOWLEDGES THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE REASONABLE, TAKING INTO CONSIDERATION, AMONG OTHER THINGS, THE



CITY'S PRIOR USE OF A PORTION OF THE REAL PROPERTY, AND ARE IN PARTIAL CONSIDERATION OF THE COMPANY'S AGREEMENT TO ENTER INTO THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE SETTLEMENT AND DELIVERY OF THE DEED.

10. Waiver. Unless otherwise expressly provided in this Agreement, no failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. Unless otherwise expressly provided in this Agreement, (a) no waiver is effective unless set forth in a writing and executed by the Party so waiving, such waiver inoperative as a waiver of any subsequent breach; (b) nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. Certification. Each Party certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and is not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend (at the indemnified Party's request and then with counsel reasonably acceptable thereto), indemnify, and hold harmless each other Party and its agents, representatives, successors, and assigns from and against any and all Claims arising from or related to the indemnifying party's breach of the foregoing certification, said indemnification to survive Settlement and delivery of the Deed or the earlier termination of this Agreement.
12. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void, or unenforceable, then such provision shall be of no force or effect, but the illegality, voiding, and unenforceability shall not affect nor impair the enforceability of any other provision of this Agreement.
13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which, together, shall constitute one and the same instrument. Any Party may sign and deliver this Agreement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original signature.

**IN WITNESS WHEREOF**, the Parties have signed and thereby caused this Agreement to be duly executed effective as of the Effective Date written above.

**Company**

West Indian Research Acres, LLC

By: 

Gary W. Clem, Manager

**City of Nevada, Iowa**

By: 

Name: Ryan Condon, Mayor

Exhibit A  
[Legal Description of the Real Property]

Parcel L, being a part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, as further shown and described on a Plat of Survey filed of record in the Office of the Story County Recorder as Instrument No. 2024-05745.

Exhibit B

[Form of Deed]  
(see next page)

Prepared By/Return to: Karen L. Karr, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309, 515.242.2400  
Taxpayer Information: City of Nevada, [INSERT]

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### Special Warranty Deed

For the consideration of One Dollar (\$1.00) and other valuable consideration, West Indian Research Acres, LLC, an Iowa limited liability company ("Grantor") does hereby convey to the City of Nevada, Iowa, an Iowa municipal corporation ("Grantee") the following described real estate in Story County, Iowa (the "Real Estate"):

**PARCEL L, BEING A PART OF LOTS 13 AND 14 IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS FURTHER SHOWN AND DESCRIBED ON A PLAT OF SURVEY FILED OF RECORD IN THE OFFICE OF THE STORY COUNTY RECORDER AS INSTRUMENT NO. 2024-05745.**

The conveyance of the Real Estate hereunder is subject to real estate taxes and assessments not yet due as of Closing; zoning laws and building ordinances; easements, covenants, and restrictions of record; any matter that an accurate survey of the Real Estate could or would show; and any matter arising from the City's actions, including any matter arising or permitted by the City during its prior use of the Real Estate.

The conveyance of the Real Estate hereunder is further subject to a covenant not to use, lease, or otherwise occupy the Real Estate for any purpose other than a public park with the name of Clem Acres or such other name (and related signage) approved by Gary W. Clem, for so long as he is living, and, thereafter (i.e., after Gary W. Clem is no longer living), for so long as a child of Gary W. Clem is living, by a majority of such then living children, and, thereafter (i.e., when no children of Gary W. Clem are living), for so long as a grandchild of Gary W. Clem is living, by a majority of such then living grandchildren (the "Deed Restriction"), and a covenant to include said Deed Restriction in all instruments affecting the ownership, occupancy, or use of the Real Estate (collectively, the "Covenant"). The Covenant is for a term of twenty-one (21) years, subject to the right of any person with naming rights hereunder to extend the term of the Covenant in accordance with applicable law, including, without limitation, pursuant to Iowa Code Section 614.24 (as may be amended or recodified from time to time). For such term, as may be extended, the Covenant shall run with, and bind, the Real Estate, and shall bind Grantee and its successors and assigns, including, without limitation, all persons that hereafter own, use, or otherwise occupy the Real Estate, and shall inure to the benefit of, and be enforceable by, Grantor and, for so long as they have naming rights hereunder, Gary W. Clem, his children, and his grandchildren, by any appropriate proceedings at law or in equity, including, without limitation, the right of such persons to seek injunctive relief, to prevent violations of the Covenant and/or to recover damages for any such violation, Grantee acknowledging that monetary damages may be inadequate in the case of a breach

hereof.

**This deed is exempt from transfer tax according to Iowa Code 428A.2(6).**

Grantor hereby covenants with Grantee, and successors in interest, to warrant and defend the Real Estate against the lawful claims of all persons claiming by, through, or under Grantor with respect to Grantor's interest in the Real Estate, except as may be above stated. 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.

Dated Effective as of \_\_\_\_\_, 2025

[Signature Page Follows]

**GRANTOR:**

WEST INDIAN RESEARCH ACRES, LLC

By: \_\_\_\_\_  
Gary W. Clem, Manager

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2025 by Gary W. Clem,  
as Manager of West Indian Research Acres, LLC, an Iowa limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES: \_\_\_\_\_

Prepared by/Return to: Karen L. Karr, 666 Grand Ave., Suite 2000, Des Moines, Iowa 50309: (515) 242-2400

### **DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT**

THIS DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT (this "Agreement") is dated effective as of December \_\_\_\_, 2025 (the "Effective Date") and is entered into by and between the City of Nevada, Iowa (the "City"), in the first part, and Clem Acres, LLC, an Iowa limited liability company ("Owner"), in the second part. City and Owner are each a "Party" and together, the "Parties".

#### **RECITALS:**

**WHEREAS**, Owner is the current owner of land legally described on Exhibit "A", attached hereto and hereby made a part hereof ("Parcel M");

**WHEREAS**, the City is the current owner of land legally described on Exhibit "B", attached hereto and hereby made a part of ("Parcel L"), which Parcel L the City received as a charitable donation from West Indian Research Acres, LLC;

**WHEREAS**, a drainage tile and related drainage improvements (as may be repaired, replaced, or otherwise improved hereunder, collectively, the "Drainage Improvements" and each, a "Drainage Improvement") are located on Parcel L and provide drainage from Parcel M to abutting outlets;

**WHEREAS**, the gift of Parcel L was conditioned on the City's execution and delivery of this Agreement; and

**WHEREAS**, the City desires to undertake certain repair and maintenance obligations, and to grant an easement in favor of Owner and its successors and assigns, as owner of Parcel M, all on the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **Recitals.** Terms used in the above Recitals are made a part hereof by this reference.
2. **Maintenance and Use.** City will constantly keep the Drainage Improvements now or hereafter located on Parcel L in (i) good repair and condition, consistent with similarly situated and used Drainage Improvements; (ii) compliance with all applicable law, and (iii) a manner that permits the unobstructed flow of surface and storm water from Parcel M through and within said Drainage Improvements into abutting outlets. Further, the City will not (nor allow any employee, agent, licensee,



contractor, subcontractor, or tenant to: (i) use or improve Parcel L in a way that obstructs the flow of surface and storm water from Parcel M through and within the Drainage Improvements now or hereafter located on Parcel L or Owner's use and enjoyment of its rights under this Agreement or (ii) without the Owner's advance, written consent, which consent Owner may not unreasonably withhold, condition, or delay, remove, relocate, or change the drop or elevation of any of the Drainage Improvements now or hereafter located on Parcel L.

If any of the Drainage Improvements now or hereafter located on Parcel L are hereafter damaged or otherwise in need of repair or replacement, as applicable, to comply with the terms of this Agreement, then, in any such case, the City will promptly repair or replace, as necessary and applicable, or cause such repair or replacement of, any so damaged or outworn Drainage Improvements, such repairs and replacement, and all related work, to be completed, at the City's sole cost and expense without reimbursement of any kind from Owner, free of liens and encumbrances, and, otherwise in a good and workmanlike manner, in accordance with all applicable law, and as expeditiously as possible. All such repairs, replacements, and work shall result in the Drainage Improvements, as repaired or replaced hereunder, being in a condition required by this Agreement (including, without limitation, in a condition that permits the unobstructed flow of surface and storm water from Parcel M as above required) and consistent with similarly used and located Drainage Improvements (and in no worse of a condition than existing on the Effective Date). If the City fails to maintain the Drainage Improvements now or hereafter located on Parcel L in the manner required by this Agreement, and such failure continues for more than 30 days after Owner or its tenant provides written notice to the City, then Owner and/or its tenant, directly or through any of its agents, employees, or contractor (or such contractor's subcontractors), may thereafter make such repairs and replacements as are necessary to restore the applicable Drainage Improvements to the condition required by this Agreement; provided, that, in the case of an emergency, Owner or its tenant may exercise its rights immediately upon the discovery of the related damage or needed repair or replacement and without first providing the City with 30 days to make such repairs or replacements. If Owner or its tenant undertakes any repair or replacement hereunder, the City will, within 30 days after receipt of Owner's or its tenant's written demand and supporting invoices, reimburse any such party for all reasonable costs incurred by such party in connection with such repair and/or replacement and the exercise of rights hereunder.

An emergency shall be deemed to exist hereunder when entry is reasonably necessary to protect against immediate and irreversible damage to Parcel M, or any part thereof, including without limitation, backflow onto or flooding of Parcel M.

3. **Easements.** City hereby grants, bargains, and conveys unto (i) Owner and its tenants, successors, and assigns, and their respective employees, consultants, contractors and contractor's subcontractors, from time to time, a perpetual, non-exclusive easement on, over, across, in, and through Parcel L to inspect the condition of the Drainage Improvements now or hereafter located on Parcel L and to exercise its rights under this Agreement including, without limitation, the repair and replacement rights under Section 2 of this Agreement, and in connection with the exercise of any or all such rights, the right to install, uninstall, reinstall, construct, reconstruct, replace, inspect, maintain, and repair any or all Drainage Improvements now or hereafter located on Parcel L and other necessary drainage improvements, including, without limitation, tile, drainage, and/or storm/surface water outlet terraces, inlets, lines, facilities, meters, valves, support brackets, piping, wiring, and other necessary equipment and appurtenances; and (ii) Owner and its tenants, successors, and assigns a perpetual, non-exclusive easement on, over, across, in, and through Parcel L to drain and discharge storm and surface water from Parcel M into and through the Drainage Improvements now or hereafter located on or under Parcel L (collectively, the "Easements" and each, an "Easement"), together with all rights of access, ingress, and egress reasonably necessary for the use and enjoyment of each Easement and enjoyment of Owner's (and its tenants, their respective contractors and subcontractors, and its successors and assigns) rights under this Agreement.

4. **Obstructions and Changes in Grade Prohibited.** Without Owner's advance, written consent, the City will not (i) place or allow obstructions to be placed in, on, over, under, across, or through the Drainage Improvements now or hereafter located on Parcel L or any inlet or drain thereto; (ii) change or permit another person or entity to change the grade or contour of Parcel L; or (iii) take or permit any other action; in each case, to the extent such obstructions, change, or action would unreasonably interfere with Owner's or its tenant's use and enjoyment of any Easement or rights afforded to it under this Agreement. Owner and any tenant of Owner has the right (but not duty), to enter upon Parcel L to remove any obstruction prohibited hereunder.

5. **Limitation of Liability.** Each Party is responsible for its and its Related Parties' actions and negligence. Each Party will, to the fullest extent permitted by applicable law, indemnify and hold harmless the other Party and its Related Parties and successors harmless from and against any and all third party claims, damages, expenses (including, without limitation, reasonable attorneys' fees and court costs), and losses (collectively, "Claims" and each, a "Claim") to the extent arising from or related to the indemnifying Party's or any of its Related Parties' gross negligence, willful misconduct, or breach of this Agreement. Such indemnification will survive any termination of this Agreement. A Party's "Related Parties" means its agents, employees, contractors (including, without limitation, such contractor's employees, and subcontractors) mortgagees (including, without limitation, such mortgagee's employees and agents), tenants, guests, invitees, and licensees. For purposes of this Section, a Party and its Related Parties are not a Related Party of the other Party.

6. **Runs With Land.** This Agreement (including, without limitation, the Easements and the Parties' respective rights and obligations contemplated in this Agreement) runs with the land, is binding on the City and Parcel L, and beneficial to Parcel M and Owner, and the terms of this Agreement, including the obligations imposed on the City hereunder, will inure to the benefit of, and extend to and be binding on, each Party's successors and assigns, including, without limitation, any future owner of any part of Parcel L or Parcel M, as applicable, as if such owner was an original signatory to this Agreement; provided, that, nothing in this Section will be construed to supersede any requirement, under this Agreement, to obtain a Party's consent to an assignment of this Agreement.

7. **Remedies; Injunctive Relief.** In the case of a Party's default of its obligations under this Agreement, the non-defaulting Party may pursue all rights available to it under this Agreement, at law, or in equity, including, without limitation, the right to seek injunctive relief, a decree of specific performance, or similar relief, to require the defaulting Party to cure the default or otherwise enjoin the action giving rise to the default (the Parties acknowledging that a default may cause irreparable harm for which monetary damages are inadequate); provided, that, in no case will a default of a Party entitle the other Party to this Agreement to termination of this Agreement. A Party's rights and remedies are cumulative and not exclusive. Any amount remaining unpaid after the date due hereunder will accrue interest at a rate of 10% per annum or the highest rate allowed by law, whichever is less.

8. **Notices.** All notices under this Agreement must be in writing and sent by U.S. certified or registered mail, postage prepaid, return receipt requested, or by overnight courier addressed as follows: (i) for so long as the City of Nevada, Iowa is a party hereto, any notice sent to the City shall be sent to Nevada City Hall; and (ii) for any other Party, to the address on file with the Story County, Iowa Treasurer for delivery of real estate tax statements to such Party in connection with its ownership of Parcel M or Parcel L, as applicable. Any notice or document required or permitted to be delivered to a Party hereunder will be deemed delivered (i) 48 hours after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (ii) one (1) Business Day after being deposited with an overnight courier, in each case, if addressed to a Party in accordance with this Agreement. A Party may change its

representative for personal delivery or its mailing or email address for notices by delivering written notice to the other Party.

9. **Warranties.** The City represents, warrants, and covenants to Owner that the City holds and owns fee title to Parcel L; that the City has good and lawful authority to execute, deliver, and perform under this Agreement; that Parcel L is free and clear of all liens, encumbrances, and adverse claims, other than those appearing of record as of the Effective Date; and that the City will warrant and defend each Easement and Owner's rights under this Agreement against the lawful claims of all persons. No consent or approval from any third party is required to be obtained in connection with the City's execution and delivery of and performance of this Agreement.

10. **Attorneys' Fees.** If a Party brings a legal action or proceeding against the other to enforce any covenant or provision under this Agreement, the prevailing Party in such action or proceeding is entitled to recover, in addition to other damages or remedies available at law or in equity, its reasonable costs of bringing and prosecuting such action or proceeding including, but not limited to, court costs, expert witness fees, and reasonable attorneys' fees.

11. **Waiver.** A Party's failure to insist in any one or more instances upon performance of any term or condition of this Agreement will not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligation of such Party with respect thereto will continue in full force and effect.

12. **Governing Law.** This Agreement will be construed and governed in accordance with the laws of the State of Iowa, without regard to its choice of law principles.

13. **No Joint Venture.** Nothing in this Agreement is deemed to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between or amongst the Parties.

14. **Assignment.** No Party will assign its rights and obligations under this Agreement without the prior, written consent of the other Party; provided, that, consent of a Party is not required for a Party to sell all or any part of Parcel L or Parcel M; provided, further, a Party's engagement of a third party to complete work for which it responsible hereunder shall not require the consent of the other Party.

15. **Miscellaneous.** Time is of the essence as to this Agreement. This Agreement, including, without limitation, the exhibits attached hereto, represents the entire agreement of the Parties as to the subject matter hereof and supersedes all prior negotiations, and agreements related to such subject matter. No amendment of this Agreement will be binding unless set forth in a writing, duly executed by the Parties. If any term hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such term will be of no force and effect, but the illegality, voidability, and unenforceability will neither affect nor impair the enforceability of any other term of this Agreement. Words and phrases herein will be construed as in the singular or plural number, and as masculine, feminine, or neutered gender, according to the context. This Agreement will not be construed more strictly against a Party merely because it may have been drafted or prepared by such Party or its legal counsel, it being recognized that this Agreement is the product of negotiation. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the Effective Date.

**[Signature Pages Follow]**

**CITY:<sup>1</sup>**

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Ryan Condon, Mayor

Attest:

Approved as to form:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_: Kerin Wright  
Erin Clanton, City Attorney  
Title: City Clerk: \_\_\_\_\_

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF STORY            )

This record was acknowledged before me on \_\_\_\_\_, 2025 by Ryan Condon and  
[INSERT], as Mayor and Kerin Wright[INSERT], as City Clerk[INSERT], respectively, of the City of  
Nevada, Iowa, an Iowa municipal corporation by authority of its City Council, as contained in Resolution  
and Roll Call No. [INSERT] adopted by the City Council on \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES: \_\_\_\_\_

<sup>1</sup> NTD: Does City have a seal we need to call out?

**OWNER:**  
CLEM ACRES, LLC

By: \_\_\_\_\_  
Gary W. Clem, Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2025 by Gary W. Clem, as Manager of Clem Acres, LLC, an Iowa limited liability company, personally known or satisfactorily proven to me to be the party executing this record for the purposes contained therein.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES: \_\_\_\_\_

Exhibit "A"  
[Parcel M]

That part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 942.89 feet along the north line of said Southeast Quarter to the point of beginning; thence continuing S88°31'41"E, 1621.42 feet; thence S00°18'52"W, 83.00 feet; thence S88°31'41"E, 90.00 feet to the east line of said Section 1; thence S00°18'52"W, 738.94 feet along said line to the Northeast Corner of Parcel G in the East Half of said Southeast Quarter; thence N88°31'03"W, 659.90 feet to the Northwest Corner thereof; thence S00°18'45"W, 617.48 feet to the Southwest Corner thereof and the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence N85°53'48"W, 762.55 feet along said line; thence N00°19'05"W, 604.68 feet; thence N88°31'41"W, 275.00 feet; thence N00°19'05"W, 800.00 feet to the point of beginning, containing 42.41 acres, which includes 1.91 acres of existing public right of way. The foregoing is Parcel M on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.

Exhibit "B"  
[Parcel L]

That part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 530.36 feet along the north line of said Southeast Quarter to the Northwest Corner of the East 40 Acres of the North 50 Acres of said Southeast Quarter and the point of beginning; thence continuing S88°31'41"E, 412.53 feet; thence S00°19'05"E, 800.00 feet; thence S88°31'41"E, 275.00 feet; thence S00°19'05"E, 604.68 feet to the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence following said line N85°53'48"W, 362.93 feet; thence N16°19'05"W, 53.35 feet; thence N85°53'48"W, 843.25 feet to the west line of said Southeast Quarter; thence N00°19'05"W, 476.77 feet along said line to the Southwest Corner of said North 50 Acres; thence S88°31'03"E, 530.36 feet along said line to the Southwest Corner of said East 40 Acres of the North 50 Acres; thence N00°19'05"W, 821.78 feet to the point of beginning, containing 22.45 acres, which includes 0.31 acres of existing public right of way. The foregoing is Parcel L on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.



Attachment #3

**PREPARED BY/ RETURN TO:**

Erin Clanton, Brick Gentry, P.C. 6701 Westown Parkway, Ste 100, West Des Moines, Iowa 50266 (515) 274-1450  
Previously Recorded Instrument: 2024-05745

**TEMPORARY ACCESS EASEMENT**

That the undersigned, Clem Acres, 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", for the Term (defined below), a non-exclusive temporary access easement (this or the "Temporary Access Easement") over and across the following described real estate (the "Easement Area"):

**that portion of Parcel M marked as "35' access easement" on that certain Plat of Survey, filed of record in the Office of the Story County Recorder, as Instrument No. 2024-05745.**

The above-described Temporary Access Easement is granted unto the City of Nevada, Iowa subject to the terms and conditions set forth below.

1. Term of Temporary Access Easement. The Temporary Access Easement shall be for the purpose of ingress and egress between W. T Avenue and the City's property legally described on Exhibit "A", attached hereto and hereby made a part hereof ("Parcel L") and may be used, subject to the other terms of this instrument, by the City until the earlier of: (i) one year after the date of recording of the Temporary Access Easement; or (ii) the date the City constructs a separate access drive providing direct access between Parcel L and W. T Avenue (the "Term"). If the Temporary Access Easement terminates under subsection (ii) of this Section, the City will promptly execute and deliver a recordable termination of this instrument and the Temporary Access Easement, such obligation to survive any such termination. Otherwise, the Temporary Access Easement shall immediately and automatically, without further notice or action on the part of either party hereto, terminate at 11:59 p.m. on the date that is immediately before the one-year anniversary of the recording date hereof, at which point this instrument, other than the terms that expressly survive termination hereof, shall be null and void.

As of termination of the Temporary Access Easement, the City shall have no further rights under this instrument or the Temporary Access Easement and the easement reserved on the Plat of Survey, filed of record in the Office of the Story County Recorder, as Instrument No. 2024-05745, shall forever and immediately terminate and be of no further force and effect.

2. No Obligation to Maintain. Grantor, and its successors and assigns, shall have no obligation to construct, maintain or improve the dirt path currently located within the Temporary Access Easement and the City accepts the Easement Area in its current, "as is" condition, without any representation or warranty of any kind as to the Easement Area or the Temporary Access Easement. Except as provided in Section 6, below, the City shall not improve the Easement Area without the advance, written consent of Grantor. The City shall keep the Easement Area lien free.
3. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Neither Grantor nor the City shall erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the other party, nor shall Grantor or the City cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Temporary Access Easement without obtaining the prior written consent of the other party. The City acknowledges that the Easement Area and, therefore, the Temporary Access Easement are subject to easements, covenants, restrictions, and other matters of record and that the Temporary Access Easement is non-exclusive, with Grantor retaining rights, for itself and its tenants (and their respective successors and assigns) to use the Easement Area in any way that does not materially interfere with the City's access over the Easement Area and to and from Parcel L during the Term.
4. Change of Grade Prohibited. During the Term, neither Grantor nor the City shall change the grade, elevation or contour of any part of the Temporary Access Easement without obtaining the prior written consent of the other party, which consent Grantor may withhold in its sole discretion. During the Term, either party shall have the right to restore any changes in grade, elevation or contour made by the other party without prior written consent of the other party.
5. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress thereto as reasonably necessary for the use and enjoyment of the Temporary Access Easement from Parcel L. The City's and its employee's, agent's, contractor's, and representative's, access and use of the Temporary Access Easement shall be at the City's and such parties' own risk.
6. Property to be Restored. The City shall, at Grantor's election, restore the Easement Area after exercising its rights hereunder to the condition existing on the date of first entry made pursuant to the Temporary Access Easement, including, without limitation, as necessary, filling in of ruts and re-rocking any gravel portions or reimburse Grantor for costs incurred by Grantor to so restore the Easement Area. The City shall, before the expiration of the Term, remove, from the Easement Area, all materials and equipment placed within the Easement Area by or for the City.
7. Liability. Except as may be (and then only to the extent) caused by the negligent acts of the Grantor, its tenants, employees, agents or representatives, the Grantor shall not be liable for injury or property damage to City, including its employees, agents, and representatives, or the property of the City or any such parties, occurring in or to the Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Temporary Access Easement. To the fullest extent permitted under law, the City shall indemnify and hold harmless Grantor and its agents, tenants, successors, and assigns from and against any damages, claims, and/or suits, and related expenses and costs (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and remediation costs), arising out of or related to the City's and/or any of the City's agent's, contractor's, employee's, or representative's exercise of the rights granted in this instrument or use of the Easement Area, except to the extent caused by the negligent acts of Grantor or its tenants, employees, agents or representatives, and/or breach of the Temporary Access Easement or

the terms of this instrument. The foregoing indemnity shall survive termination of the Temporary Access Easement.

During the Term and continuing until its actual vacation from the Easement Area, the City shall not use, and shall ensure that its agents, contractors, representatives, and employees do not use, generate, place, store, release, or otherwise dispose of hazardous substances or materials on, at, or under the Easement Area, except in strict conformity with applicable law, including, without limitation, environmental law. Hazardous substance or materials shall include, without limitation, any material, substance, product, or waste declared hazardous or toxic, or requiring special handling, storage, investigation, notification, monitoring, or remediation, under applicable law, including, without limitation, any environmental law. An environmental law includes any federal, state, or local environmental or health and safety related law, order, ordinance, rule, or regulation, whether existing as of the date hereof, previously enforced, or subsequently enacted, relating to (i) emissions, discharges, spills, releases or threatened releases of hazardous substances or materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems; (ii) the use, treatments, storage, disposal, handling, manufacturing, transportation, or shipment of hazardous substances or materials; or (iii) the protection of human health or the environment, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Federal Clean Water Act, the Safe Drinking Water Act, and the Federal Water Pollution Control Act, as each may be amended. In the event of a breach of the foregoing, the City shall, unless otherwise directed by Grantor, immediately undertake or cause to be undertaken remediation or removal according to all applicable law, including, without limitation, any applicable environmental law, such obligation to survive any termination of this Temporary Access Easement.

8. Insurance. During the Term and continuing until its actual vacation of the Easement Area, the City shall carry property insurance on its easement interest and its personal property and, with respect to the Temporary Access Easement, liability insurance, in amounts customary for similarly used and located easements. To the fullest extent permitted by applicable law, the City waives damages covered by the insurance required hereby, and shall require any third parties carrying insurance for its benefit to include similar waivers.

Easement Benefit. This Temporary Access Easement shall be for the benefit of the City and its agents, employees, representatives, and contractors during the Term, which agents, employees, representatives, and contractors shall use the Easement Area and Temporary Access Easement subject to the terms of this instrument. Neither the Temporary Access Easement nor the City's rights under this instrument are assignable without the advance, written consent of Grantor.

Nothing in this instrument shall be construed as a public dedication of the Easement Area.

9. Easement Runs with Land for the Term. This Temporary Access Easement shall run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns only during the Term.
10. Acceptance. This instrument and the Temporary Access Easement shall not be binding on the parties hereto until the City has approved and accepted the same, which approval and acceptance shall be noted below by the City Clerk.
11. Miscellaneous. The invalidity or unenforceability of any covenant, condition, term, or provision in this instrument shall not affect the validity and enforceability of any other covenant, condition, term or provision herein. The conditions, terms, and provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Iowa. The section headings are included only for convenience and shall not be construed to modify or affect the covenants, terms or provisions of any section. Nothing in this instrument shall be deemed or construed by a party hereto or by any third person to create the relationship of principal and agent or of limited or general partners or of joint

venturers or of any other association between Grantor and the City. The failure of either party to insist in any one or more instances upon performance of any term or condition of this instrument shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligation of such party with respect thereto will continue in full force and effect. This instrument, including, without limitation, the exhibits attached hereto, represents the entire agreement of the parties hereto as to the subject matter hereof and supersedes all prior negotiations and agreements. This instrument and any acceptance hereof may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

The Grantor does hereby covenant with the said Grantee, that said Grantor holds the Easement Area by title and fee simple, subject to easements, covenants, restrictions, and other matters of record and an unrecorded farm lease; 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 stated in this instrument and except for easements, covenants, restrictions, and other matters of record and an unrecorded farm lease; 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.

*Signature Page to Follow*

NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES:

**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 Temporary Access Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of December, 2025, and this certificate is made pursuant to authority contained in said Resolution.

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

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

Exhibit "A"  
[Legal Description of Parcel L]

That part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 530.36 feet along the north line of said Southeast Quarter to the Northwest Corner of the East 40 Acres of the North 50 Acres of said Southeast Quarter and the point of beginning; thence continuing S88°31'41"E, 412.53 feet; thence S00°19'05"E, 800.00 feet; thence S88°31'41"E, 275.00 feet; thence S00°19'05"E, 604.68 feet to the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence following said line N85°53'48"W, 362.93 feet; thence N16°19'05"W, 53.35 feet; thence N85°53'48"W, 843.25 feet to the west line of said Southeast Quarter; thence N00°19'05"W, 476.77 feet along said line to the Southwest Corner of said North 50 Acres; thence S88°31'03"E, 530.36 feet along said line to the Southwest Corner of said East 40 Acres of the North 50 Acres; thence N00°19'05"W, 821.78 feet to the point of beginning, containing 22.45 acres, which includes 0.31 acres of existing public right of way. The foregoing is Parcel L on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.