

Prepared by: City of Nevada, 1209 6th Street, Nevada, IA 50201

RESOLUTION NO. 086 (2025/2026)

A RESOLUTION ACCEPTING A PERMANENT PUBLIC UTILITY EASEMENT

WHEREAS, the City of Nevada, Iowa currently owns the easement area, consisting of approximately 3,011 square feet (0.07 acres), more or less, located within a portion of the existing right-of-way of "N" Avenue lying north of Lot 2, Block B, Stewart's Addition to the City of Nevada, Story County, Iowa, as legally described in the attached Public Utility Easement; and

WHEREAS, the City of Nevada, Iowa is proceeding with the vacation and conveyance of said property, by setting the public hearing referenced by Resolution No. 085 (2025/2026); and

WHEREAS, the City of Nevada has determined it is necessary to obtain a permanent public utility easement for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining public utilities and providing permanent access; and

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

1. The Public Utility Easement in the form attached hereto, is hereby approved and accepted.
2. The Mayor and City Clerk are authorized and directed to execute any documents necessary to effectuate acceptance and recording of the Easement.
3. Upon execution, City staff is authorized to record the Easement with the Story County Recorder.

PASSED AND APPROVED this 11th day of May, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 086 (2025/2026) be adopted.

AYES: __

NAYS: __

ABSENT: __

The Mayor declared Resolution No. 086 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 086 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 11th day of May, 2026.

Erin Mousel, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
City of Nevada, Iowa
1209 6th Street
P.O. Box 530
Nevada, Iowa 50201

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

PUBLIC UTILITY EASEMENT

The undersigned, City of Nevada, Iowa, 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, hereinafter referred to as "Easement Area":

All that part of the South 21.50 feet of the existing right-of-way of "N" Avenue, lying North of an adjoining Lot 2 in Block B in Stewart's Addition to the City of Nevada, Story County, Iowa, more particularly described as follows:

Beginning at the Northwest corner of Lot 2 in Block B in said Stewart's Addition; thence North 00°13'55" West, a distance of 21.50 feet; thence North 89°47'30" East, a distance of 140.03 feet; thence South 00°12'28" East, a distance of 21.50 feet to the Northeast corner of said Lot 2; thence South 89°47'30" West along the North line of said Lot 2, a distance of 140.02 feet to the point of beginning, containing 3,011 square feet or 0.07 acres, more or less, and subject to any easements and restrictions of record.

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:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor 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 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.
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.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
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. 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.

The Grantor does hereby covenant with the said Grantee, 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 _____, 2026.

GRANTOR:
City of Nevada, Iowa

Name: Ryan Condon
Its: Mayor

ATTEST:

Name: Erin Mousel
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF STORY)

On this _____ day of _____, 2026, before me, a Notary Public in and for said county, personally appeared Ryan Condon and Erin Mousel, to me personally known, who being by me duly (sworn or affirmed) did say that they are the Mayor and City Clerk of the City of Nevada, Iowa, that said instrument was signed on behalf of the City upon authority from the City Council; acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF STORY)

I, Erin Mousel, 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 _____, 2026, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2026.

City Clerk of the City of Nevada, Iowa