

RESOLUTION NO. 102 (2025/2026)

A RESOLUTION TO CONVEY AN EASEMENT ON CITY PROPERTY

WHEREAS, The City Council of Nevada, Iowa currently owns property, legally described as:

Right of way located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 4; thence, S 89°43'23"W 214.57' along the South line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 4; thence N0°16'37"W 50.00' to the North right of way line of Lincoln Highway, as presently established, also being the point of beginning; thence N72°00'00"E 124.84'; thence, N89°43'23"E 56.42'; thence, N1°04'21"W 25.00'; thence, N89°43'23"E 5.00' to the West right of way line of 590th Avenue, as presently established; thence, S1°04'21"E 63.00' along said West right of way line to the North right of way line of Lincoln Highway, as presently established; thence, S89°43'23"W 180.87' along said North right of way line to the point of beginning, containing 0.11 acres. Subject to easements and restrictions of record, if any.

As shown on the attached Exhibit A.

(The "Property").

WHEREAS, on May 28, 2024, the City approved an Easement Option Agreement with ITC Midwest, LLC ("ITC") to allow for an Overhang Easement across the Property in the event ITC exercised such option; and

WHEREAS, the City received notice from ITC that it intended to exercise such option, which requires the City to approve of the Overhang Easement and approve easement rights for ITC; and

WHEREAS, pursuant to the 2024 Easement Option Agreement, the City will receive \$1,320.00 in exchange for the Overhang Easement; and

WHEREAS, a resolution was adopted by the City Council of Nevada, Iowa, on June 8, 2026 providing for the proposed conveyance of the easement on the Property; and

WHEREAS, the resolution provided that notice of intention to convey the easement on the Property should be given by publication of a Public Notice, in accordance with Iowa Code §364.7, and the notice was duly published in the newspaper as required by law; and

WHEREAS, the resolution provided for a public hearing on the proposed conveyance, and such hearing has been held; and

~~**WHEREAS**, the City has determined that the granting of the easement will have no significant impact on public access, and the City will not be inconvenienced by the conveyance of the easement interest in said Property.~~

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

1. The Council hereby grants the Overhang Easement to ITC Midwest, LLC for a purchase price of \$1,320.00, and conveys such interest in the Property.
2. The Mayor is authorized and directed to sign the Overhang Easement for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
3. The City Clerk is authorized and directed to forward the original of the Overhang Easement, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Story County Recorder's Office for the purpose of causing these documents to be recorded.
4. Upon receipt of the recorded documents back from the Story County Recorder, the City Clerk shall mail the original of the Overhang Easement and copies of the other documents to the grantee.
5. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 22nd day of June, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

Moved by Council Member _____, seconded by Council Member _____, that
Resolution No. 102 (2025/2026) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 102 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 102 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of June, 2026.

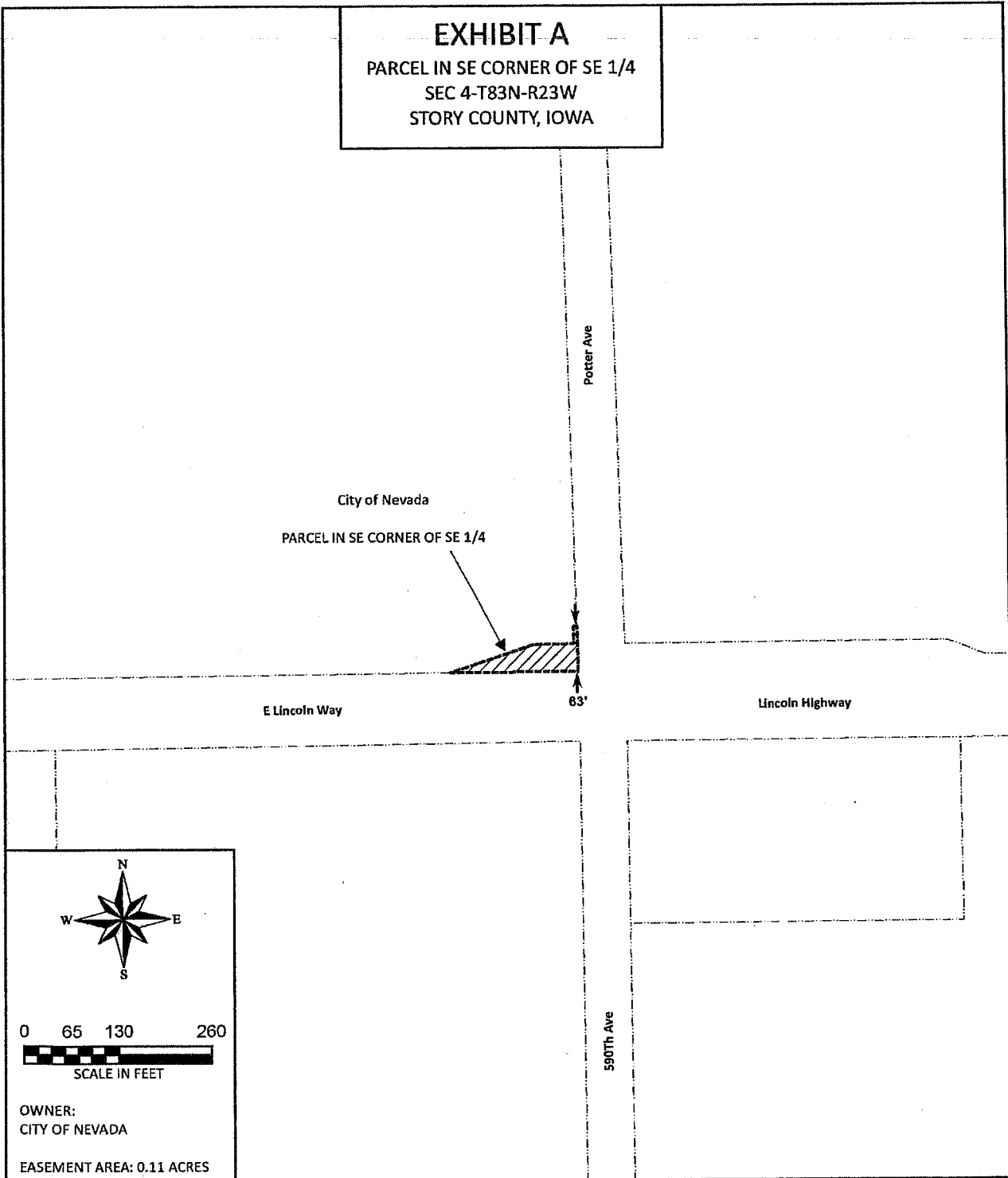
Erin Mousel, City Clerk

EXHIBIT A

[insert Overhang Easement]

EXHIBIT A

PARCEL IN SE CORNER OF SE 1/4
SEC 4-T83N-R23W
STORY COUNTY, IOWA



N
W E
S

0 65 130 260
SCALE IN FEET

OWNER:
CITY OF NEVADA

EASEMENT AREA: 0.11 ACRES

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698
www.jcgland.com

DRAWN: SHAWGO
PVIC - TELLER
SCALE: 1" = 175'
DATE: 11/6/2023

PROPERTY LINES
EXHIBIT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

EXHIBIT B

OVERHANG EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **City of Nevada, Iowa**, 1209 6th Street, Nevada, IA 50201 ("Grantor"), does hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377 ("Grantee"), a perpetual non-exclusive overhang easement ("Easement") upon, over and across the "Easement Area" within the "Premises" as described below and shown on Exhibit A, together with all the rights and privileges for the full enjoyment or use thereof for the purpose described below.

Premises: Right of way located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, more particularly described as follows: Beginning at the Southeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 4; thence, S89°43'23"W 214.57' along the South line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 4; thence, N0°16'37"W 50.00' to the North right of way line of Lincoln Highway, as presently established, also being the point of beginning; thence, N72°00'00"E 124.84'; thence, N89°43'23"E 56.42'; thence, N1°04'21"W 25.00'; thence, N89°43'23"E 5.00' to the West right of way line of 590th Avenue, as presently established; thence, S1°04'21"E 63.00' along said West right of way line to the North right of way line of Lincoln Highway, as presently established; thence, S89°43'23"W 180.87' along said North right of way line to the point of beginning, containing 0.11 acres. Subject to easements and restrictions of record, if any.

Easement Area: See Exhibit A for Easement Area.

1. **Grant of Rights.** The Easement shall include the following rights:
 - (i) The right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), for transmission and distribution of electricity, communications and all corporate purposes (the "Electric Lines");
 - (ii) The right to enter upon the Premises to conduct surveys, including environmental surveys, and soil engineering testing for the Electric Lines;

- (iii) The right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion, together with the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush on the Premises that in the sole and absolute judgment of the Grantee may interfere with maintenance, operation, or use of the Electric Lines or which in falling might touch the Electric Lines; and
 - (iv) The right of ingress and egress over and across the Premises to the Easement Area for any of the Easement purposes stated herein, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion, together with the right to construct a temporary road, at Grantee's sole expense, across the route used for ingress and egress, provided that upon the later of Grantee's determination that a temporary road is no longer necessary and Grantor's request to remove, Grantee shall, to the extent reasonably practicable, restore any temporary road area to its condition at the time of entering into this Agreement;
 - (v) Upon written notice to Grantor, the right to extend any or all of the rights granted in this Easement to another entity or person for purposes of constructing, reconstructing, operating, maintaining and removing the Electric Lines.
2. **Reserved Rights:** Grantor reserves the right to cultivate, use, install and maintain field tiles or other drainage apparatuses used for farming, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein, provided that Grantor shall not perform any act which will interfere with or endanger the Electric Lines.
3. **Survey.** For one hundred eighty (180) days after completion of construction of the transmission line, Grantee shall have the right, but not the obligation, to supplement Exhibit A with a new Exhibit A-1 that will show the exact size and location of the Easement Area as determined by survey of the legal description set forth above. The survey shall be in such form and content as is acceptable to Grantee in its sole discretion. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Easement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Easement, and to record or re-record such affidavit, amendment or Easement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Easement.
4. **Damages and Repair.** Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct. Consistent with Iowa Code and as provided in Grantee's most current damages statement, Grantee shall:
- (i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Easement;
 - (ii) repair or replace at Grantee's sole expense any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Easement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall

reimburse the Grantor for the actual and reasonable cost of such repair or replacement.

- (iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the Electric Lines, Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Easement.

- 5. **Structures, Trees, Permitted Fences.** Grantor shall not erect any buildings, structures or other objects, permanent or temporary, (collectively referred to herein as "Structures") upon the Easement Area nor to perform any act which will interfere with or endanger the Electric Lines. Grantor further agrees not to plant any trees within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

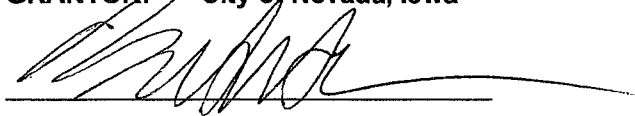
- 6. **Public Improvements.** Grantor further reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines other than field tiles/drainage apparatuses for farming (hereinafter called "Public Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or successors must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.
- 7. **Indemnification.** Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or claims or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives in the Easement Area, but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct or negligence of Grantor or Grantor's permittees
- 8. **Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights

of dower, homestead and distributive share in and to the Easement.

- 9. **Integration/Severability.** It is agreed and understood that this Easement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Easement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Easement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Easement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under the Easement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement, in law or in equity.
- 10. **Captions.** The captions contained in this Easement are inserted for convenience only and are not intended to be part of the Easement. They shall not affect or be utilized in the construction or interpretation of the Easement.
- 11. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.
- 12. **Perpetual Conveyance.** This conveyance shall be permanent, shall run with the land and shall be binding upon the parties' successors, personal representatives, heirs, and assigns.
- 13.

IN WITNESS WHEREOF, Grantor has executed and delivered this agreement and the agreement shall be dated as of the date of Grantor's execution of the agreement.

GRANTOR: City of Nevada, Iowa



Print: Brett Barker

Title: Mayor

Date: May 28, 2024

Print: _____

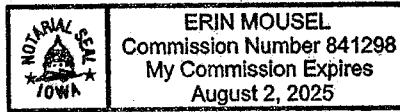
Title: _____

Date: _____

STATE OF Iowa)
)ss:
COUNTY OF Story)

This instrument was acknowledged before me on this 6th day of June, 2024 by
Erin Mousel as Deputy City Clerk of the
City of Nevada, Iowa.

City of Nevada
Notary in and for the State of Iowa



STATE OF _____)
)ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as _____ of the
City of Nevada, Iowa.

Notary in and for the State of _____

USA TODAY CO.



PO Box 631851 Cincinnati, OH 45263-1851

AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Nevada
1209 6Th ST

Nevada IA 50201-1536


STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

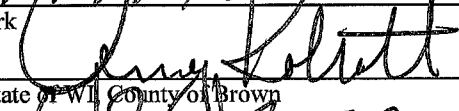
AMS amestrib.com 06/11/2026
AMS Nevada Journal 06/11/2026

and that the fees charged are legal.

Sworn to and subscribed before on 06/11/2026



Legal Clerk



Notary, State of WI County of Brown



My commission expires

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Tax Amount:	\$0.00	
Payment Cost:	\$40.96	
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

<p>AMY KOKOTT Notary Public State of Wisconsin</p>
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NOTICE OF PUBLIC HEARING CONCERNING THE CONVEYANCE OF EASE-
MENT ON CITY PROPERTY

YOU ARE HEREBY NOTIFIED that the City of Nevada, Iowa, proposes to grant an Overhang Easement across the following property:

Right of way located in the Southeast ¼ of the Southeast ¼ of Section 4, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, more particularly described as follows: Beginning at the Southeast corner of the Southeast ¼ of the Southeast ¼ of said Section 4; thence, S 89°43'23"W 214.57' along the South line of the Southeast ¼ of the Southeast ¼ of said Section 4; thence N0°16'37"W 50.00' to the North right of way line of Lincoln Highway, as presently established, also being the point of beginning; thence N72°00'00"E 124.84'; thence, N89°43'23"E 56.42'; thence, N1°04'21"W 25.00'; thence, N89°43'23"E 5.00' to the West right of way line of 590th Avenue, as presently established; thence S1°04'21"E 63.00' along said West right of way line to the North right of way line of Lincoln Highway, as presently established; thence, S89°43'23"W 180.87' along said North right of way line to the point of beginning, containing 0.11 acres. Subject to easements and restrictions of record, if any.

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, City Council Chambers, 1209 6th Street, Nevada, Iowa 50201, at the City Council Meeting scheduled to begin at 6:00 p.m. on the 22nd day of June 2026 at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, 1209 6th Street, Nevada, Iowa 50201. Your written comments must be received no later than 4:00 p.m. on the 22nd day of June, 2026. At the conclusion of the Public Hearing, the Council will consider vacating the above-described property.

Erin Mause, City Clerk
June 11 2026
LIOW0533677