

Prepared by: Todd P. Prichard, 103 North Main Street, Charles City, IA 50661 - 641-228-4500
Return To: City of New Hampton, 112 E. Spring St., New Hampton, IA 50659

EASEMENT

The following easement is made and entered into by and between New Hampton Community School District, hereinafter referred to as the Grantor, and the City of New Hampton, a municipal corporation of the State of Iowa, hereinafter referred to as the City:

For and in consideration of the sum of One Dollar paid by the City to Grantor and in consideration of the mutual covenants contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives and grants to the City, its successors and assigns, an easement through, over, and across the following described real estate:

The East Fifty (50) feet of Parcel BL in the E $\frac{1}{2}$ of the SW $\frac{1}{2}$ of Section 12, Township 95 North, Range 13 West of the 5th P.M., Chickasaw County, Iowa, as described in Document No. 2017-0666 recorded in the office of the Chickasaw County Recorder

The terms of the easement are as follows:

1. The easement herein granted is for the purpose of the construction and maintenance of a recreational trail.
2. Grantor shall have the undisturbed use of the above described real estate, as far as such use does not interfere with the rights herein granted to the City, except

that Grantor shall not erect or place any building or structure or plant any trees or vegetation that restrict access to the easement area. The City shall not be liable for any damages occasioned by the removal of or injury to said building or trees when the same is caused by the City in its furtherance of the purposes set forth herein.

3. The City agrees that it shall indemnify, save, and keep harmless the Grantor from any and all claims for damages to real or personal property or to injury or death suffered by persons by reason of the City's use of the real estate as provided above.
4. Grantor represents that the easement granted to the City shall be superior to any mortgage or lien encumbrance existing on the described real estate, except the extent of any mortgage or lien existing on the deed of the Grantor's easement.
5. Each of the various covenants and agreements made and provided herein shall be construed as covenants and agreements opposed upon and running in perpetuity with the land. Each and every one of the benefits and burdens of this agreement shall enure to and be binding upon the respective legal representatives, heirs, executors, successors, and assigns of the parties hereto.
6. Grantor warrants that they have full right and authority to make the grant herein contained, and they covenant to defend the City in its exercise of rights hereunder against any defect in the title to the above real estate or their right to make the grant contained above.
7. The City is responsible for all repairs and maintenance of the trail in the easement area.
8. This Easement may only be terminated by mutual written agreement of the parties hereto, or by the Grantee's abandonment of the Easement, or by court order.

9. This easement shall be binding upon the successors in interest and assigns of the parties hereto. Words and phrases herein shall be construed as in the singular and plural number, and as masculine, feminine, or neuter gender, according to the context.
10. This is the entire agreement between the parties. No oral representation, promise, or consideration different from the terms contained herein shall be binding upon either party with respect to the subject of this agreement.
11. As a condition as a grant of this easement, the City hereby agrees that it will not change the elevation of the berm located on the subject property. Should the elevation need to be increased, the City will be responsible for replacing and reinstalling the trail.

CITY OF NEW HAMPTON

 BY: ROBERT SCHWICKERATH, MAYOR

 BY: KAREN CLEMENS, CITY CLERK

STATE OF IOWA)
 CHICKASAW COUNTY) ss.

On this _____ day of _____, 2023, before me, a Notary Public in and for the County of Chickasaw, State of Iowa, personally appeared Robert Schwickerath, Mayor, and Karen Clemens, City Clerk, of the City of New Hampton, Iowa, which executed the above and foregoing instrument and being by me duly sworn each for herself, did say that they are respectively the Mayor and City Clerk of the City of New Hampton; that the seal affixed to said instrument is the seal of said City and that said instrument is the seal of said City and that said instrument was signed and sealed on behalf of said City by authority of the City Council and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said City by it and by each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal this _____ day of _____, 2023, by _____.

Signature of Notary Public

NEW HAMPTON COMMUNITY SCHOOL DISTRICT

BY:

STATE OF IOWA)
CHICKASAW COUNTY) ss.

This easement was acknowledged before me this _____ day of _____, 2023, by _____.

Signature of Notary Public