

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

### **PERMANENT DRAINAGE EASEMENT AGREEMENT**

This Permanent Storm Drainage Easement Agreement ("Agreement") is made this 11th day of April, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City"), and the Cedar Falls Community School District, an Iowa school corporation ("School District").

WHEREAS, City and School District jointly acquired land within the City of Cedar Falls, Iowa, to be developed as an elementary school as well as extensions of public streets and other public infrastructure; and

WHEREAS, the land acquired by City and School District has been platted as McMahonill First Addition in Cedar Falls, Black Hawk County, Iowa, which final plat is recorded as Doc. # 2021-00018980 in the office of the Black Hawk County, Iowa, Recorder ("Subdivision"); and

WHEREAS, said final plat and accompanying Deed of Dedication (as amended) for the Subdivision establishes certain public easements which have been dedicated to the City for public use; and

WHEREAS, City has installed storm sewer facilities within the area of a Storm Sewer/Drainage Easement located generally along the southern boundary of the Subdivision, which Storm Sewer/Drainage Easement terminates at Tract F of the Subdivision, which is a Stormwater Management Area; and

WHEREAS, School District owns Tract F of the Subdivision which is identified as a Stormwater Management Area, and School District has constructed a stormwater detention facility there; and

WHEREAS, City wishes to drain storm water from its storm sewer facilities into the stormwater detention facility located on Tract F; and

WHEREAS, City and School District have reached agreement on the terms of the above and now wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and School District hereby agree as follows:

1. Grant of Easement. School District hereby sells, grants and conveys unto City a perpetual easement into, through and across Tract F of McMahon First Addition in Cedar Falls, Black Hawk County, Iowa ("Drainage Easement Area").

2. Purpose of Drainage Easement. This permanent easement is granted to City for the purpose of drainage of stormwater by way of storm sewer lines into the Drainage Easement Area.

3. No Obstructions. School District hereby agrees to maintain the Drainage Easement Area in such a manner as will not obstruct or interfere with City's use of the Drainage Easement Area for drainage and also in conformance with any Maintenance and Repair Agreement entered into by School District with City in accordance with the Code of Ordinances of the City.

4. Right of Access. City shall have the right of access to the Drainage Easement Area and shall have all rights of ingress and egress along, over and to the Drainage Easement Area reasonably necessary for the use and enjoyment of the easement rights granted herein.

5. Restoration of Drainage Easement Area. City shall have no duty of restoration or of maintenance or repair of the Drainage Easement Area.

6. Liability. Except as may be caused by the negligent acts or omissions of City, its employees, agents or its representatives, City shall not be liable for injury or property damage occurring in or to the Drainage Easement Area or to the property abutting such Drainage Easement Area, or for property damage to any obstructions thereon resulting from City's exercise of the easement rights granted herein.

7. Benefit of Easement. The rights granted herein shall be for the benefit of City, its successors and assigns.

8. Easement Runs with Land. The rights granted herein shall be deemed perpetual in nature and to run with the land and shall be binding on School District and its successors and assigns.

9. Approval by Respective Governing Bodies. This Agreement shall not be binding until it has received the final approval and acceptance by the Board of Directors of the School District and by the City Council of the City.

10. Authority. School District hereby covenants that it holds the Drainage Easement Area by title in fee simple; that School District has good and lawful authority to sell and convey the easement interests herein; that said Drainage Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; and that School District covenants to warrant and defend the Drainage Easement Area against any claims of right, title or interest by all persons whomsoever, except as may be herein stated.

Cedar Falls Community School District

By: \_\_\_\_\_

Its: Jeff Hassman/Board President

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

      This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_ as \_\_\_\_\_ of the Cedar Falls Community School  
District.

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

My Commission Expires: \_\_\_\_\_

#### ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("City"), does hereby accept and approve the foregoing Drainage Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Robert M. Green, Mayor

Attest

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

      This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Robert M.  
Green, Mayor and Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa.

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

My Commission Expires: \_\_\_\_\_