

Prepared by and Return to: Edward F. Henry, 117 Third St SE, Suite 100, Dyersville, IA 52040 (563)465-0132

**PUBLIC EASEMENT AGREEMENT
(MUNICIPAL UTILITY EASEMENT)**

This agreement is made and entered into by and between GARY LAMMERS and DEANNE LAMMERS, owners of the real estate described herein, (hereinafter referred to as "Property Owners," which expression shall include their agents, successors, or assigns), and the CITY OF DYERSVILLE, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of five hundred dollars (\$500.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owners hereby grant and convey to the City a permanent easement for the public purpose of constructing and maintaining a municipal utility and related infrastructure (the "Project"), under, through, and across the areas described in Exhibit A attached hereto and incorporated herein by reference.

Additionally, as part of the consideration for this agreement,

A. The Property Owners will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owners be responsible for the costs of constructing or maintaining the Project.

B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.

C. The City shall indemnify and hold harmless the Property Owners, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, legal fees and cost of defense incurred by Property Owners.

Further, the Property Owners and the City agree that:

1. The easement area granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly repair any damage caused by the City within the easement area.
4. The Property Owners shall not erect any landscaping, fences, or structures over, under or within the easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owners obstructs access to the easement area, the City shall have the right to remove such obstruction as the City deems reasonably necessary.
5. The City shall not fence any part of the easement area, unless otherwise agreed in writing by the parties.
6. The Property Owners shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
7. 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 as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected within the easement area.
8. The City's rights under the easement granted and conveyed herein by the Owner run indefinitely with the land.
9. The Property Owners hereby covenant with the City that the Property Owners hold said real estate described in this easement by title in fee simple; that the Property Owners have good and lawful authority to convey the same; and that the Property Owners covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Signature page follows on next page.

Notary Public in and for Said State