

Prepared By: City of Ayrshire 1502 Silver Lake Ave, IA 50515 (712) 426-3510

### **DRAINAGE EASEMENT AGREEMENT**

This DRAINAGE EASEMENT AGREEMENT ("Agreement") is made this 31 day of December 2024, by THE CITY OF AYSHIRE, IOWA ("City") and Gary King, ("King").

**WHEREAS**, King is the legal titleholder of the following property:

**Property located in the Northeast section of 22, township 95, and range 34 of Palo Alto County, Iowa.**

(Hereinafter referred to as "Property")

**WHEREAS**, City desires to be granted and King desires to grant City a Drainage Easement through the natural low laying land of the King property, ("Easement Area"); and

**WHEREAS**, City and King find that the installation of stormwater management improvements in the Easement Area by the City would be in the mutual best interest of both City and King.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement**. King hereby grants the City a Drainage Easement over and/or through the above-described Easement Area.

2. **No Limitations**. Nothing in this Agreement shall prohibit or restrict King's use of the Easement Area so long as such use does not interfere with, damage, or otherwise prevent use of the Easement Area for the intended purpose of this Drainage Easement.

3. **Maintenance**. Maintenance of the drainage/stormwater improvements within the Easement Area shall be provided by the City while general maintenance such as drainage repairs of the Easement Area shall be provided by King.

4. **Improvements**. City will be solely responsible for the installation of drainage/ stormwater

improvements in the Easement Area and for the maintenance associated therewith. City shall after

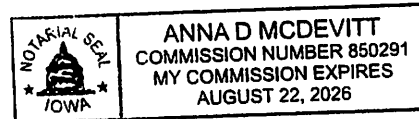
installation, be obligated to repair and/or maintain stormwater improvements and to ensure, after said original installation and/or future repairs and/or maintenance, that the easement area is returned to the condition that existed prior to said installation repair, and/or maintenance. (Filling ruts, seeding disturbed areas, etc.)

5. **General Description of Drainage / Storm Water Improvements**. City is to install a new 12" perforated tile starting on the SE corner of Silver Lake Ave and Doon St in the right of way. This tile when than head South on the East side of Doon St until it reaches just north of Lincoln

STATE OF IOWA

COUNTY OF Palo Alto

This instrument was acknowledged before me on this 31 day of December, 2024, by Gary King, known to me to be the identical person named herein, who swore and affirmed that she executed same as an expression of her voluntary act and deed.



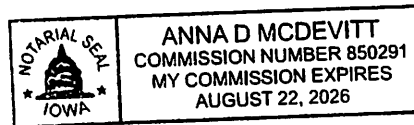
Notary Public, State of Iowa

A handwritten signature in cursive script, appearing to read "Anna D McDevitt".

STATE OF IOWA

COUNTY OF Palo Alto

This instrument was acknowledged before me on this 31 day of December, 2024, by Nick Heiman and Anna McDevitt, Mayor and City Clerk, respectively, for the City of Ayrshire, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed same at the direction and with the authority of the City Council as an expression of their voluntary act and deed and the voluntary act and deed of the City Council.



Notary Public, State of Iowa

A handwritten signature in cursive script, appearing to read "Anna D McDevitt".

St. Once North of Lincoln St the tile will head West and cross Doon St and travel SW across the King property before emptying into the Silver Creek.

6. Indemnification and Hold Harmless. City and King agree to indemnify and hold one another harmless from any and all third-party claims for injuries, damages, expenses, and/or liabilities arising from said party's acts or omissions within the Easement Area. This indemnification and hold harmless shall include, but not be limited to, reasonable legal fees and costs of defense incurred by the indemnified party. Notwithstanding the foregoing, this indemnification and hold harmless shall only apply to third-party claims that are not otherwise covered by the indemnifying party's insurance coverage.

a. King is not liable for any injuries, claims, damages, and or expenses that might occur during installation and maintenance of the 12-inch tile.

7. Covenant Running with Land. This Agreement shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, shall not be separated from the land and shall be perpetual in duration unless terminated by mutual consent of both Parties or their respective successors and assigns.

8. Severability. If any provision of this Agreement is found invalid, the parties agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.

9. Amendment, Modification and Waiver. Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Parties and/or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

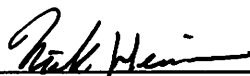
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.

11. Governing Law. This Agreement shall be governed by Iowa law.

**IN WITNESS WHEREOF**, Gary King and the City of Ayrshire, Iowa, have executed this Drainage Easement Agreement as of the date first written above.

Grantor

Grantee



Nick Heiman, Mayor

Gary King

Gary King  
POA / Gary King



Anna McDevitt, City Clerk