

Motion by Supervisor _____ and seconded by
Supervisor _____ to approve the following
Resolution:

RESOLUTION 2017-0042

WHEREAS, Tyson Fresh Meats requests a perpetual, exclusive easement to construct, reconstruct operate, maintain & use a vehicle access/turn around to Tyson Fresh Meats, on lands owned by Dallas County through and across the following described real estate on property located in Dallas County legally described as follows:

A part of the southeast 1/4 of the northeast 1/4 of section 8 and a part of the southwest 1/4 of the northwest 1/4 of section 9, township 81 north, range 28, west of the 5th p.m., Dallas County, Iowa, described as follows:

Commencing at the southwest corner of the northwest 1/4 of the southwest 1/4 of said section 9; thence north 00° 09' 50" west along the west line of said northwest 1/4 of the southwest 1/4, a distance of 1321.79 feet to the west 1/4 corner of said section 9; thence north 00° 09' 09" east along the west line of said southwest 1/4 of the northwest 1/4, a distance of 198.89 feet to the point of beginning; thence south 87° 36' 02" west, 308.19 feet; thence north 33° 10' 48" east, 104.51 feet; thence north 87° 36' 02" east, 251.17 feet; thence north 87° 34' 56" east, 6.73 feet; thence south 00° 05' 59" west, 85.08 feet; thence south 87° 32' 52" west, 3.00 feet; thence south 87° 36' 02" west, 3.81 feet to the point of beginning and containing 0.56 acres (24,348 s.f.l.)

THEREFORE, LET IT BE RESOLVED THAT the Dallas County Board of Supervisors, in consideration of the sum of \$1.00 and other good and valuable considerations to be paid by Tyson Fresh Meats to Dallas County, Iowa does hereby convey unto Tyson Fresh Meats a perpetual, exclusive easement to construct, reconstruct operate, maintain & use a vehicle access/turn around together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement.

AYE

NAY

Kim Chapman, Chairman

Kim Chapman, Chairman

Brad Golightly, Member

Brad Golightly, Member

Mark A. Hanson, Member

Mark A. Hanson, Member

Dated this 23rd day of May, 2017

ATTEST: _____
Julia Helm, Dallas County Auditor

Prepared by and return to: Mike Wallace, Director, Dallas County Conservation Board, 14581 K Avenue, Perry, Iowa 50220

**AN EASEMENT TO ALLOW
CONSTRUCTION AND USE OF A
VEHICLE ACCESS/TURN AROUND
AREA ON DALLAS COUNTY, IOWA
PROPERTY AND PROPERTY ALSO
KNOWN AS THE RACCOON RIVER
VALLEY TRAIL IN THE VICINITY
OF:**

State of: Iowa
County of: Dallas
Sections: 8 and 9
Township: 81 North
Range: 28 West of the 5th PM.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by Tyson Fresh Meats, Inc., (Grantee) in the County of Dallas, State of Iowa, receipt of which is hereby acknowledged, the undersigned owner(s) The County of Dallas County, Iowa (Grantor), its successors and assigns, does hereby grant to Tyson Fresh Meats, Inc., its successors and assigns (Grantee), a perpetual, exclusive easement to construct, reconstruct, operate, use, and maintain, a vehicle access/turn around area on lands owned by the Grantor on the following described real estate, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

The easement area is fully described in exhibits "A" which are attached hereto and fully incorporated herein for reference.

The above-described easement area property is granted unto Grantee, for the purpose of construction, installation, use, and maintenance of a vehicle access/turn around with the following conditions:

EASEMENT AREA PROPERTY

Grantee shall have the right to enter upon said property as shall be necessary to construct, reconstruct, inspect, repair, operate, maintain, use, and service said vehicle access/turn around area, and shall have the right to use as much of the above described real estate as may be necessary but for no other use or purpose whatsoever. It is further agreed that no permanent improvement other than the vehicle access/turn around area shall be built or placed upon the abovedescribed property, and that if such improvements are built or constructed, in violation of this agreement, the Grantor shall in no way be responsible for any damages resulting from their removal.

TERMS of VEHICLE ACCESS/TURN AROUND AREA

- A. The Grantor hereby grants and conveys to Grantee a perpetual, exclusive easement for the purpose of construction, installation, use, and maintenance of a vehicle access/turn around area property on what is referred to as the Raccoon River Valley Trail according to the terms and conditions as set forth herein.
- B. The vehicle access/turn around area is for use by Tyson Fresh Meats, Inc., its parents, subsidiaries, affiliates and assigns.
- C. Grantee will maintain property damage and commercial liability insurance in commercially reasonable amounts naming Grantor as an additional insured; Grantee will provide Grantor with a certificate of insurance verifying the same prior to commencement of use hereunder and anytime thereafter as requested by the Grantor.
- D. Grantee agrees to indemnify, defend and hold harmless Grantor, and its elected officials, officers, directors, employees, volunteers, trustees, agents, and contractors, and successors and assigns of each of them from and against all claims, damages, losses, liabilities, causes of action and judgments, and all reasonable expenses incurred in investigating or resisting the same, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on the vehicle access/turn around area and the related improvements, unless and to the extent due to the negligence, gross negligence or willful misconduct of Grantor. Nothing contained herein shall be construed to waive any immunity granted to the Grantor.
- E. **Obligations, Responsibilities and Allowable Actions of Grantee:**
 - a. The Grantee shall be required to pay for the relocation of the existing Raccoon River Valley Trail (Trail) that the above described easement property affects and as is mutually agreed upon by all parties involved.
 - b. Trail Drawings, Review and Approval – the trail relocation shall be shown on engineering drawings and subject to review and approval by the Dallas County Conservation Board (DCCB), and the cost of a review if needed, by the DCCB's designated Engineer for this project shall be paid by the Grantee.
 - c. The Grantee shall relocate the trail to a location designated by the DCCB; and the Grantee shall construct the trail, associated amenities, and landscaping in accordance with approved designs, designated by the DCCB; and this work shall be fully completed and approved by the DCCB before the Grantee is authorized to use the easement area.
 - d. The Grantee at no time shall allow or cause the existing trail to be closed, blocked, or interfered with until the fully implemented trail relocation process is completed.
 - e. Grantee shall pay to install and maintain a fence, around the perimeter of the "easement property", of the type and design as is mutually agreed upon.
- F. The covenants, representations, terms, conditions, and restrictions of this agreement shall be binding upon, and inure to the benefit of both parties hereto and their respective successors and assigns, and shall continue as covenants and servitudes running in perpetuity with the property.

- G. This easement is subject to the successful transfer of City of Perry property to Dallas County for the use as an area to construct the relocated trail.
- H. This easement is subject to superseding easement of operation of rail lines subject to future uses as contemplated by the National Trails Act and/or 49 CFR 1152.29 and 16 USC 1247(d).
- I. The Grantee agrees to pay the Dallas County Conservation Board a onetime payment for the easement of \$1.00/S.F. The surveyed S.F. is 24,348 (see exhibit A), therefore, the easement payment shall be \$24,348.
- J. This agreement shall commence the date last signed below by authorized representatives of both parties.
- K. **Legal Description Refinement:** Notwithstanding the legal description set forth in this agreement and/or the Deed, the Parties acknowledge that the legal description and approximate dimensions of the subject property herein set forth may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The Parties agree that such legal description and dimensions of the subject property will be subject to refinement, correction or completion, based on the Title Commitment and/or Title Policy. This provision will survive the Closing.

This Grant of Easement having been duly considered and approved by the Dallas County Conservation Board and the Dallas County Board of Supervisors following lawful notice and public hearing as required by Chapter 331 of the Iowa Code, and therewith being approved by Resolution of the Dallas County Board of Supervisors.

FOR GRANTOR: Dated this _____ day of _____, 20__

Dallas County, Iowa

By: _____

By: _____

Name Printed: Kim Chapman

Name Printed: _____

Title: Chair, Dallas County Board of Supervisors

Title: Chair, Dallas County Conservation Board

Attest:
Julia Helm, Dallas County Auditor

FOR GRANTEE: Dated this _____ day of _____, 20__

Tyson Fresh Meats, Inc.

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This instrument was acknowledged before me on _____, 20__, by

_____ of Tyson Fresh Meats, Inc.

INDEX LEGEND

SURVEYOR'S NAME:
 ERIC J. MILLER
 SNYDER & ASSOCIATES, INC.
 2727 SW SNYDER BOULEVARD
 ANKENY, IOWA 50023
 515-964-2020
 EMILLER@SNYDER-ASSOCIATES.COM
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 PT. SE 1/4, NE 1/4 SECTION 8-81N-28W
 PT. SW 1/4, NW 1/4 SECTION 9-81N-28W
 REQUESTED BY:
 TYSON FOODS INC.
 RETURN TO:
 ERIC J. MILLER
 SNYDER & ASSOCIATES, INC.
 2727 SW SNYDER BOULEVARD
 ANKENY, IOWA 50023

EASEMENT PLAT

EASEMENT DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8 AND A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 81 NORTH, RANGE 28, WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 00° 09' 50" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1321.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE NORTH 00° 09' 09" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 198.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 36' 02" WEST, 308.19 FEET; THENCE NORTH 33° 10' 48" EAST, 104.51 FEET; THENCE NORTH 87° 36' 02" EAST, 251.17 FEET; THENCE NORTH 87° 34' 56" EAST, 6.73 FEET; THENCE SOUTH 00° 05' 59" WEST, 85.08 FEET; THENCE SOUTH 87° 32' 52" WEST, 3.00 FEET; THENCE SOUTH 87° 36' 02" WEST, 3.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.56 ACRES (24,348 S.F.).

OWNER

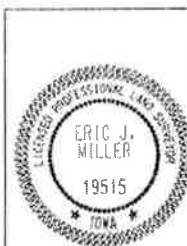
DALLAS COUNTY

BASIS OF BEARING

THE WEST LINE OF THE NW1/4 OF THE SW1/4 OF SECTION 9 IS ASSUMED TO BEAR N 00° 00' 00" E.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	◆	◇
1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)	◆	◇
ROW Marker	■	□
ROW Nail	+	+
Calculated Point	+	+
Platted Distance	P	P
Measured Bearing & Distance	M	M
Recorded As	R	R
Deed Distance	D	D
Calculated Distance	C	C
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Eric J. Miller, PLS Date
 License Number 19515
 My License Renewal Date is December 31, 2016
 Pages or sheets covered by this seal:
 SHEETS 1 AND 2 OF 2

TYSON FOODS

EASEMENT PLAT

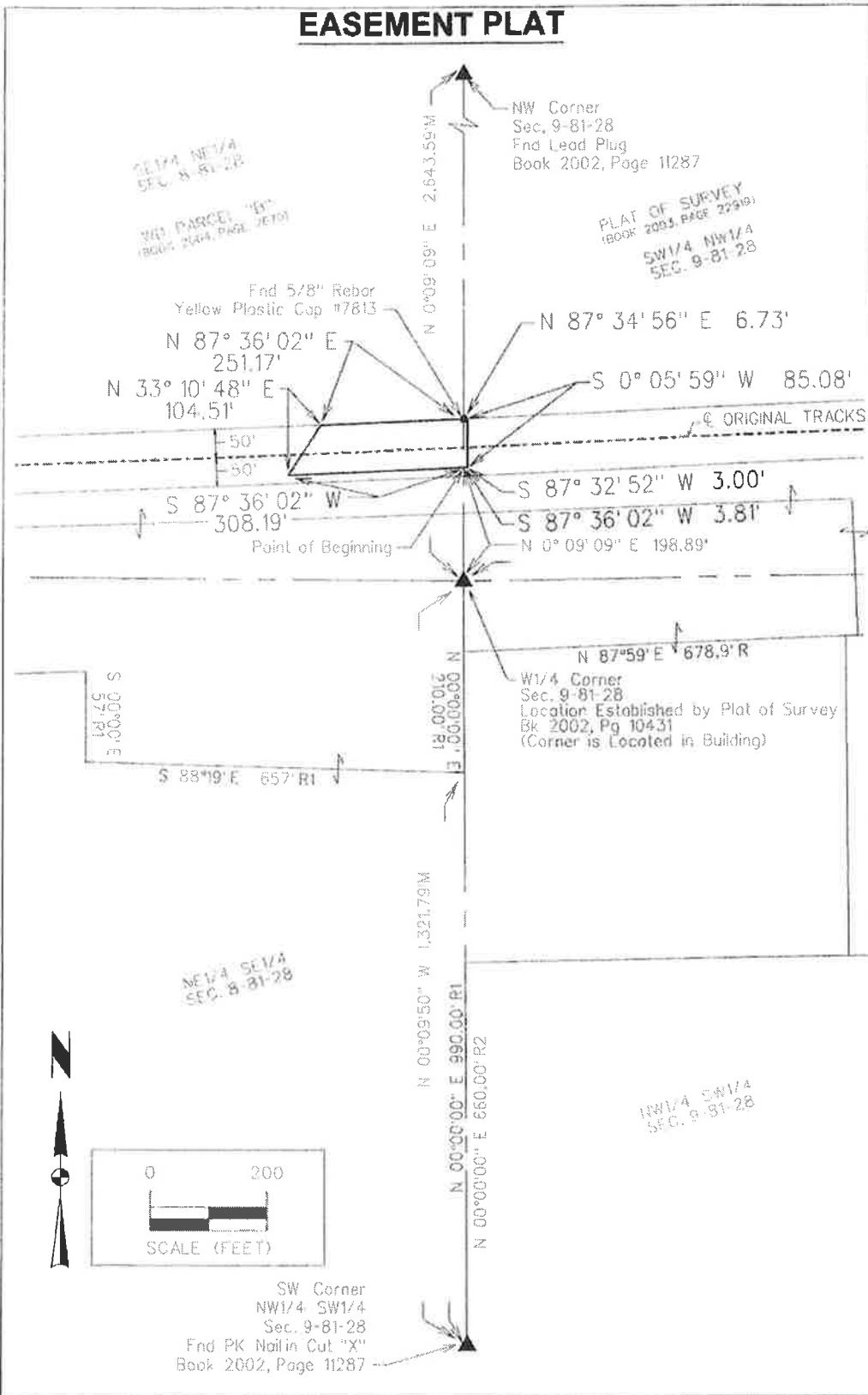


SNYDER & ASSOCIATES, INC.
 Engineers and Planners

2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
PN:	116.1020
FIELD BK	343A PG 42
DATE	02/02/17
PN/TECH	EJM/SDB

EASEMENT PLAT



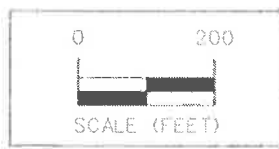
SE 1/4 NW 1/4
SEC. 8-81-28

SW PARCEL "B"
BOOK 2002, PAGE 11287

PLAT OF SURVEY
BOOK 2002, PAGE 27991
SW 1/4 NW 1/4
SEC. 9-81-28

NE 1/4 SE 1/4
SEC. 8-81-28

NW 1/4 SW 1/4
SEC. 9-81-28



TYSON FOODS EASEMENT PLAT



SNYDER & ASSOCIATES, INC.
Engineers and Planners

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SHEET 2 OF 2
PN: 116.1020
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