

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 CITY OF PERRY, 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 5<sup>th</sup> 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 Foods Inc., (Grantee) in the County of Dallas, State of Iowa, receipt of which is hereby acknowledged, the undersigned owner(s) The City of Perry, Iowa (Grantor), its successors and assigns, does hereby grant to Tyson Foods 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.
- B. The vehicle access/turn around area is for use by Tyson Foods, Inc.
- 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 relocate the designated sections of the existing Raccoon River Valley Trail (trail), as identified by the Dallas County Conservation Board (DCCB) 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.
  - b. 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.
  - c. 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 the successful granting of an easement from Dallas County, Iowa to the grantee for the remaining property identified by the grantee for the proposed vehicle access turn around area.
- I. 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).

- J. The Grantee agrees to pay the City of Perry, Iowa a onetime payment for the easement of \$1.00/S.F. The surveyed S.F. is 3046 (see exhibit A), therefore, the easement payment shall be \$3,046.00.
- K. This agreement shall commence the date last signed below by authorized representatives of both parties.

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

FOR GRANTOR: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**City of Perry, Iowa**

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

Name Printed: Jay Pattee

Title: Mayor, City of Perry, Iowa

Attest: \_\_\_\_\_

**Consent to Easement**

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

Name Printed: Sean Kennedy

Title: Project Developer, Megawatt Photovoltaic Development, Inc.

FOR GRANTEE: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Tyson Foods, Inc.**

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

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ of Tyson Foods, Inc.

\_\_\_\_\_  
Notary Public in and for said state

**Exhibit "A"**

## 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 283.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 36' 02" WEST, 251.17 FEET; THENCE NORTH 33° 10' 48" EAST, 14.75 FEET; THENCE NORTH 87° 36' 02" EAST, 243.12 FEET TO SAID WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 87° 36' 02" EAST, 6.73 FEET; THENCE SOUTH 00° 09' 09" WEST, 12.01 FEET; THENCE SOUTH 87° 34' 56" WEST, 6.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (3,046 S.F.).

### OWNER

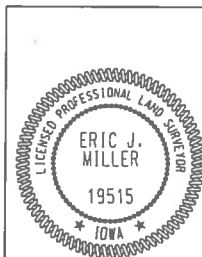
CITY OF PERRY

### 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 Rail	■	□
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	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, 2018

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

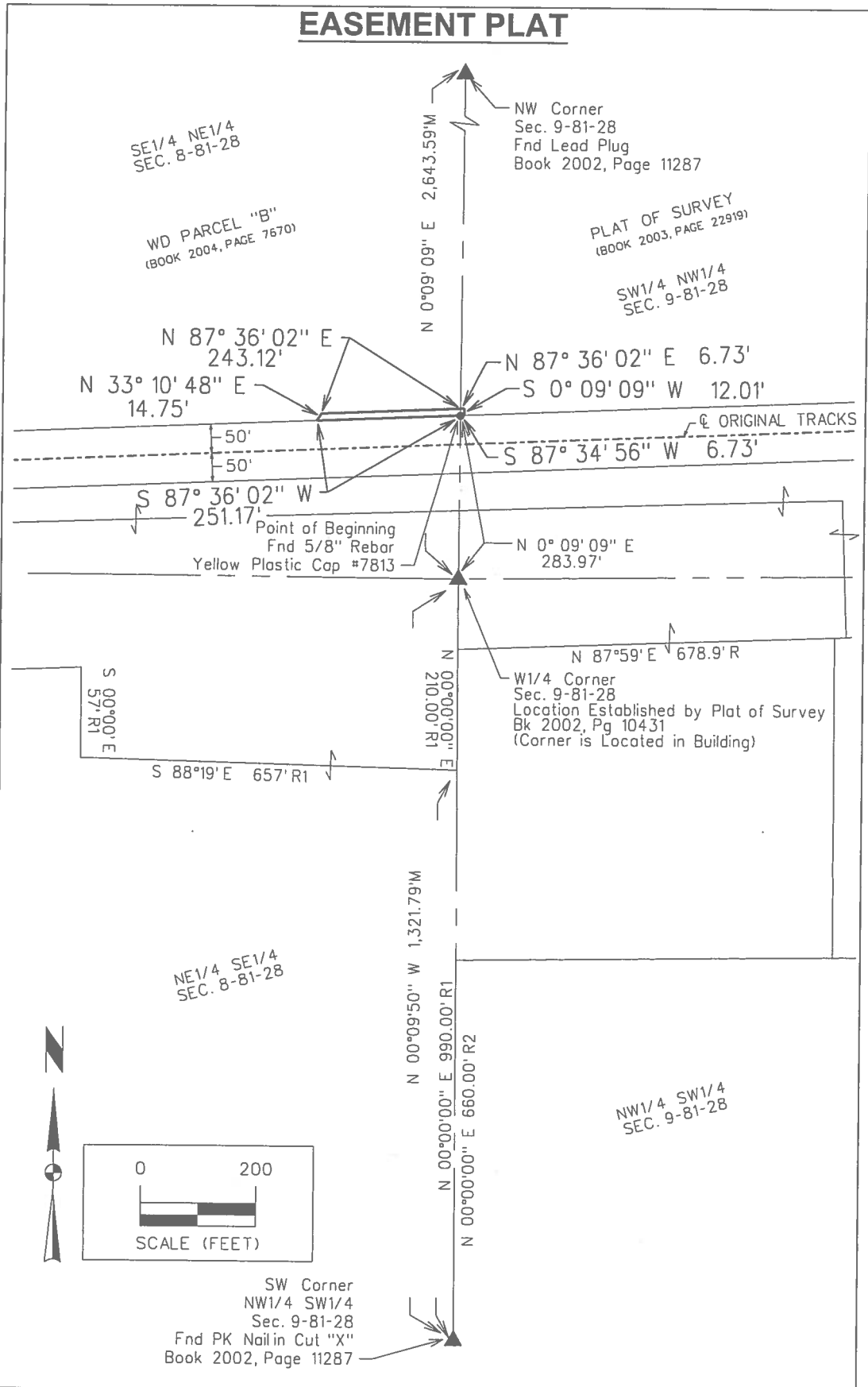
PN: 116.1020

FIELD BK 343A PG 42

DATE 02/02/17

PM/TECH EJM/SDB

# EASEMENT PLAT



**TYSON FOODS**

**EASEMENT PLAT**



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

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

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

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