

Prepared by: John S. Anderson, 212 Winnebago St., Decorah, IA 52101 (563) 382-2959  
Return to: Keri Sand, City of Decorah, 400 Claiborne Dr., Decorah, Iowa 52101

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## **RETAINING WALL EASEMENT AND MAINTENANCE AGREEMENT**

The DECORAH COMMUNITY SCHOOL DISTRICT (referred to as the “District”), being the owner in fee simple of the premises described as:

Lot 1 of Decorah Schools First Addition, in the City of Decorah,  
Winneshiek County, Iowa,

(the “Property”).

does grant to the City of Decorah, Iowa (the “City”), a perpetual easement for a retaining wall upon and across the following described land located in Winneshiek County, Iowa, to-wit:

The south 35 feet of the east 445.21 feet of Lot 1 of the Decorah  
Schools First Addition, according to the Decorah Schools First  
Addition Plat, recorded as Document No. 2026-\_\_\_\_\_.

(hereinafter referred to as the “Easement Area”).

This easement shall be governed by the following terms:

1. This easement grants to the City the right to maintain a retaining wall in the Easement Area to support the grade difference between the Property at the adjoining public right-of-way.
2. The retaining wall shall remain the property of the District.
3. Subject to City approval, the District shall be solely responsible for the design, engineering and construction of the retaining wall.
4. The District shall maintain the surrounding grounds that are not part of the retaining wall structure.
5. The District and the City agree to share the maintenance, repair and replacement costs of the retaining wall as follows:
  - a. District 50%.
  - b. City 50%.
6. The City shall have the right in the Easement Area to reconstruct, operate, maintain, repair and remove a retaining wall, subject to the terms of this Agreement.

7. There shall be no construction or erection of any building or structure on the above-described Easement Area, except the construction, repair, maintenance, or replacement of a retaining wall.
8. The City and its contractors, agents, and employees are granted the right of reasonable access across the Property to reach the Easement Area for purposes of construction, inspection, maintenance, and repairs of the retaining wall. The City shall provide reasonable notice to the School District prior to non-emergency access. In the case of emergency repairs, notice may be provided as soon as practicable.
9. In the event it is necessary for the City, through its employees or agents or assigns, to enter upon the above-described Property for reconstruction, repair or maintenance of said retaining wall, the City shall be responsible only for filling in any areas excavated in connection with the retaining wall but will not be responsible for restoring any improvements constructed thereon, including paving, fencing, or play area improvements.
10. Except as specifically permitted herein, the City shall not use, or permit the use of, the Easement Area in any way that obstructs, interferes with, or impairs the fee simple title owner's the use of the Property.
11. There shall be no planting of trees within five feet of the Easement Area.
12. Each Party agrees to indemnify, defend, and hold harmless the other Party to the extent permitted by law for claims arising from its own negligence.
13. This Easement is perpetual, runs with the land, shall be binding upon the heirs, executors, assigns and successors in interest of the parties hereto, and shall not merge with fee simple title to the Parcel.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**City of Decorah, Iowa**

**THE DECORAH COMMUNITY  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Frederic A. Carlson, Mayor

By: \_\_\_\_\_  
Cindy Goodner, School Board President

ATTEST: \_\_\_\_\_  
Keri Sand, City Clerk-Finance Officer

ATTEST: \_\_\_\_\_  
Denise Gulrud, Board Secretary

STATE OF IOWA, COUNTY OF WINNESHIEK, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cindy Goodner and Denise Gulrud, to me personally known, and, who, being by me duly sworn, did say that they are the School Board President and Secretary, respectively, of the Decorah Community School District; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its School Board, and that Cindy Goodner and Denise Gulrud, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Decorah Community School District, by it voluntarily executed.

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

STATE OF IOWA, COUNTY OF WINNESHIEK, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Frederic A. Carlson and Keri Sand, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk-Finance Officer, respectively, of the City of Decorah, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, pursuant to City Council Resolution, and that Frederic A. Carlson and Keri Sand acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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Notary Public in and for the State of Iowa