

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

STORMWATER UTILITY EASEMENT

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 stormwater utility system upon and across the following described land located in Winneshiek County, Iowa, to-wit:

See Decorah Schools First Addition Plat, recorded as Document No. 2026-_____ for the location of the “Storm Sewer Easements” described and shown as ④ on said plat. This easement agreement does not apply to the storm sewer easements referenced in the notes regarding the sidewalk and utilities easements shown as ② on said plat.

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

This easement shall be governed by the following terms:

1. District shall pay for all costs of removing the existing storm sewer, located in the 30 feet wide storm sewer easement, recorded as Document No. 2023-2662.
2. District shall pay for all costs of installing a new stormwater sewer system within the Easement Area, said storm sewer system to be built to the City’s specifications and subject to City approval.
3. On completion of the installation of the storm sewer system within the Easement Area to the satisfaction of the City, the 30 feet wide storm sewer easement, recorded as Document No. 2023-2662 of the Winneshiek County Records, shall be vacated by the City. Said vacation shall be completed by a separate resolution approved by the City Council and recorded with the Winneshiek County Recorder.

4. 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 sidewalks, fences, horizontal play areas, driveway, and a parking lot.
5. The City shall have the right in the Easement Area to reconstruct, operate, maintain, and remove storm sewers.
6. In regards to the easement area shown as ① at the south end of the stormwater Easement Area shown as ④ on said plat, the City shall have the same rights set forth in this agreement for operation and maintenance of a stormwater system, and the District shall also have the same duties and responsibilities within said easement area shown as ① at the south end of the stormwater easement area shown as ④ on said plat, as it does for the rest of the Easement Area shown as ④ on said plat
7. The City shall have reasonable access for operation of said utilities over and across the Property. This right of access shall give the City, its employees and/or agents, the right to enter upon the Property at any reasonable time for maintenance, reconstruction, or repair of the utilities in the Easement Area, all at the expense of the District or its successors and assigns.
8. 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 utilities, the City shall be responsible only for filling in any areas excavated in connection with the utility work but will not be responsible for restoring any improvements constructed thereon, including paving, fencing, or play area improvements.
9. 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.
10. There shall be no planting of trees within five feet of the Easement Area.
11. 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.

**THE DECORAH COMMUNITY
SCHOOL DISTRICT**

By: _____
Cindy Goodner, School Board President

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

ACCEPTANCE OF EASEMENT

The City of Decorah, Iowa, for valuable consideration, accepts the above-described easement, and agrees to the terms and conditions contained herein.

City of Decorah, Iowa

Frederic A. Carlson, Mayor

ATTEST:

Keri Sand, City Clerk-Finance Officer

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.

Notary Public in and for the State of Iowa