



**SPECIAL COUNCIL AGENDA
WEDNESDAY, JUNE 12, 2024 – 4:00 P.M.
CITY HALL – SECOND FLOOR**

- I. CALL TO ORDER AND ROLL CALL, 4:00 P.M.
- II. APPROVE/AMEND THE AGENDA
- III. DEFER APPROVAL OF THE JUNE 4, 2024 REGULAR MEETING MINUTES
- IV. ADMINISTRATIVE ITEMS:
 - A) Approve Submittal of Grant Application to Story County for North Park Restrooms Project
 - B) Approve Agreement with Broadstone WS Iowa, LLC to Construct and Maintain Public Sanitary Sewer Easement for the I-35 Business Park North Water and Sanitary Sewer Project Phase I
- V. LEGAL ITEMS:
 - A) Resolution No. 24-38 – Awarding Contract for the I-35 Business Park North Water and Sanitary Sewer Project Phase I, Tabled from June 4th Meeting
- VI. CLOSED SESSION:
 - A) Pursuant to Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session
- VII. COMMENTS REGARDING NONAGENDA ITEMS
- VIII. ADJOURNMENT

Posted: June 10, 2024 at 4:00 p.m.



504 Broad Street ▲ Story City, IA 50248

🌐 CityofStoryCity.org

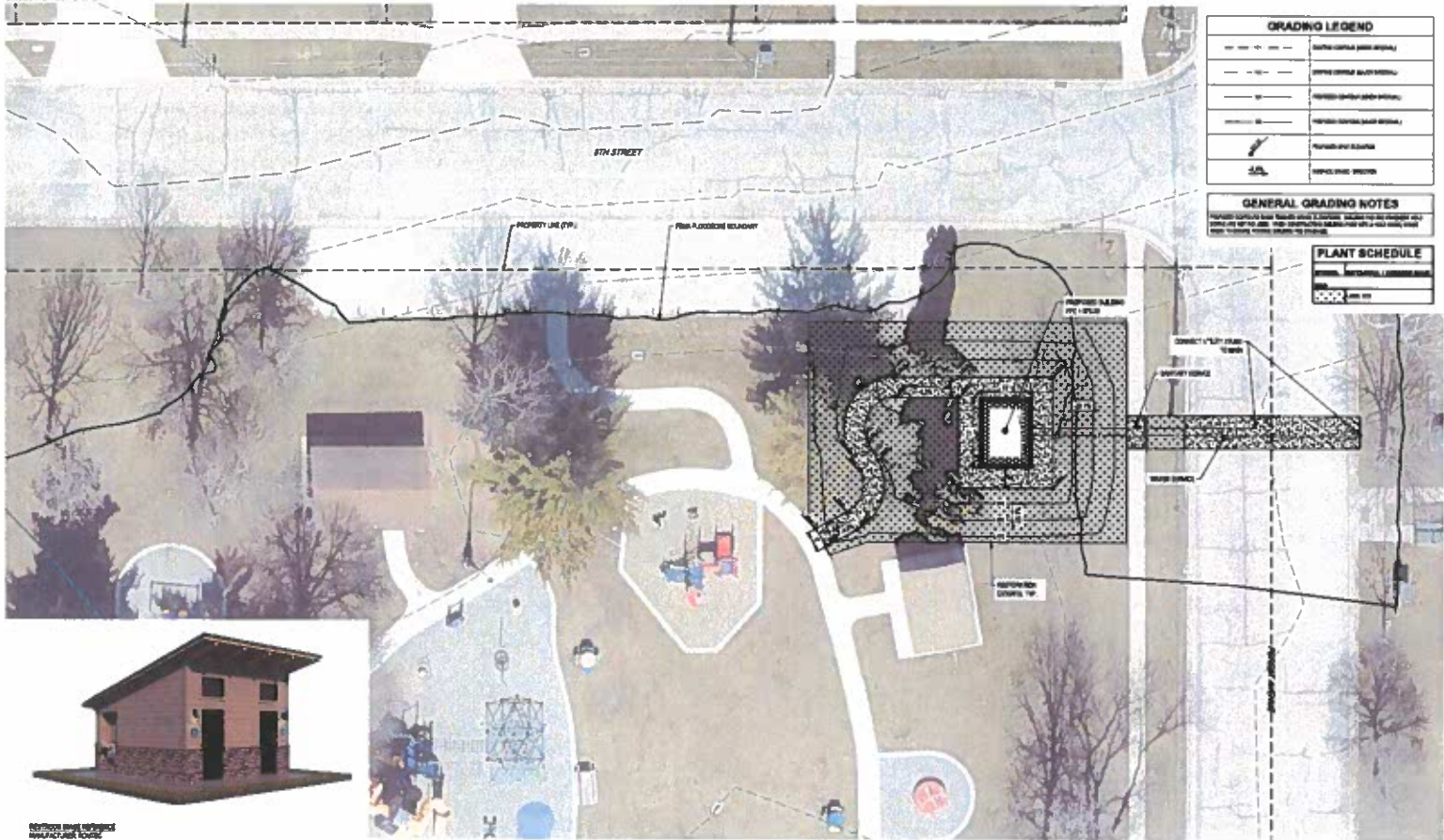
515.733.2121

To: The Honorable Mayor & City Council
From: Mark A. Jackson, City Administrator *MAJ*
Re: Approve Submittal of Grant Application to
to Story County for North Park Restrooms Project
Date: June 12, 2024

Presented for Mayor & City Council consideration is a request to submit a grant application to Story County under their Urban Renewal Area Project grant program in the amount of \$265,000 for the North Park Project with an estimated total cost of \$353,975.

The proposed North Park Restrooms would be located in the northeast area of the park near the playground area. Attached is an estimated cost and a map indicating a general concept and location.

One of the top three goals identified in the City's Strategic Plan and Parks & Recreation Plan is the redevelopment and refurbishing of the North Park. In addition to the proposed grant funding from the county, the remaining cost of the project, estimated at \$88,975 will be funded through funds remaining in the North Park Capital Project fund and the Fran Kinne Estate fund.



GRADING LEGEND	
[Symbol]	EXISTING GRADE (SEE NOTES)
[Symbol]	PROPOSED GRADE (SEE NOTES)
[Symbol]	PROPOSED GRADE (SEE NOTES)
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[Symbol]	PROPOSED GRADE (SEE NOTES)
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[Symbol]	PROPOSED GRADE (SEE NOTES)

GENERAL GRADING NOTES

1. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.

2. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.

3. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.

PLANT SCHEDULE	
[Symbol]	PLANT SCHEDULE
[Symbol]	PLANT SCHEDULE
[Symbol]	PLANT SCHEDULE



North Park Restroom Building

SITE CONCEPT 1

Opinion of Probable Cost



Client Name: City of Story City
 Location: Story City, IA
 ISG Project Number: 24-31187
 Date: 6/7/2024

North Park Restroom Building

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
	Mobilization	LS	1	\$15,000.00	\$15,000.00
Earthwork, Site Preparation					
	Stabilized Construction Entrance	SY	115	\$15.00	\$1,725.00
	Earthwork, Topsoil Strip and Respread	LS	1	\$9,000.00	\$9,000.00
	Erosion Control	LS	1	\$750.00	\$750.00
	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00
Sitework					
	Structural Slab for Restroom (5" Thickness)	CY	3.4	\$700.00	\$2,380.00
	Pavement Patching	SY	47	\$80.00	\$3,760.00
	Sidewalk, P.C. Concrete 6 In.	SY	85	\$60.00	\$5,100.00
	6" Modified Subbase	SY	132	\$10.00	\$1,320.00
	Prefabricated Restroom + Freight	LS	1	\$130,000.00	\$130,000.00
	Restroom Installation	LS	1	\$143,000.00	\$143,000.00
Restoration					
	Lawn, Sod	SQ	32.0	\$45.00	\$1,440.00
Utilities					
	Water Service Connection	EA	1	\$3,000.00	\$3,000.00
	Sanitary Service Connection	EA	1	\$3,500.00	\$3,500.00
	Electrical Service Connection	EA	1	\$2,000.00	\$2,000.00
Site Subtotal					\$323,975.00
Engineering Cost					\$30,000.00
Total Cost					\$353,975.00

**AGREEMENT
TO CONSTRUCT AND MAINTAIN PUBLIC SANITARY SEWER**

PARCEL NO. 1 COUNTY Story
ROAD
PROJECT NO. CGA PN 23-WC-0501 NO. Broad Street Sanitary Expansion
BROADSTONE: Broadstone WS Iowa, LLC, a New York limited liability company
CITY: City of Story City, Iowa, a municipal corporation

THIS AGREEMENT TO CONSTRUCT AND MAINTAIN PUBLIC SANITARY SEWER (this "**Agreement**") is made and entered into on this ____ day of June, 2024 (the "**Effective Date**") by and between **BROADSTONE WS IOWA, LLC**, a New York limited liability company with an address of c/o Broadstone Net Lease, LLC, 207 High Point Drive, Suite 300, Victor, NY 14564, Attention: Portfolio Manager ("**Broadstone**") and **THE CITY OF STORY, IOWA**, a municipal corporation with an address of 504 Broad Street, Story City, Iowa 50248 (the "**City**"). Broadstone and the City are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Broadstone is the fee simple owner of certain real property located at 1701 Broad Street in the City of Story City, County of Story and State of Iowa (the "**Broadstone Property**"); and

WHEREAS, the City is in the process of completing a sanitary sewer extension project on real property located in close proximity to the Broadstone Property; and

WHEREAS, in connection with the City's sanitary sewer extension project, the City has requested that Broadstone grant the City a temporary, non-exclusive construction easement on and over certain portions of the Broadstone Property for the sole purpose of allowing the City to construct a sanitary sewer line and the connections and appurtenances associated therewith to be located on the Broadstone Property (the "**Temporary Easement Agreement**"); and

WHEREAS, in connection with the City's sanitary sewer extension project, the City has also requested that Broadstone grant the City a 30' permanent, non-exclusive sanitary sewer easement on and over a certain portion of the Broadstone Property in order for the City to maintain, repair, improve and replace the sanitary sewer line that will be constructed on the Broadstone Property pursuant to the Temporary Easement Agreement (the "**Sanitary Sewer Easement**"); and

WHEREAS, in lieu of a formal condemnation proceeding in court, Broadstone and the City have agreed to enter into this Agreement whereby the City will pay Broadstone just and fair compensation for Broadstone's willingness to grant to the City the Temporary Easement Agreement and the Sanitary Sewer Easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easements.** Subject to the terms and conditions set forth herein, Broadstone hereby agrees to execute and deliver to the City and the City hereby agrees to execute and deliver to Broadstone (i) the Temporary Easement Agreement in the form attached hereto as **Exhibit A**; and (ii) the Sanitary Sewer Easement in the form attached hereto as **Exhibit B**.

2. **Payment by City for Grant of Easements.** Simultaneous with the parties' execution of the Temporary Easement Agreement and the Sanitary Sewer Easement, the City shall pay to Broadstone (i) total compensation for these takings in lieu of condemnation in the total amount of TWENTY SIX THOUSAND THREE HUNDRED FORTY AND NO/100 DOLLARS (\$26,340.00); and (ii) all actual attorneys' fees incurred by Broadstone in connection with this transaction, including, without limitation, the preparation of this Agreement, the Temporary Easement Agreement and the Sanitary Sewer Easement as evidenced by an invoice from Broadstone's attorneys (collectively, the "**City's Payment**"). The breakdown of the \$26,340.00 compensation for the Temporary Easement Agreement and the Permanent Easement is as follows:

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>			
Land by Fee Title	<u>0.00</u>	acres	Fence:	<u>n/a</u> rods woven
Underlying Fee Title	<u>0.00</u>	acres	Fence:	<u>n/a</u> rods barbed
Permanent Easement	<u>0.72</u>	acres		
Temporary Easement	<u>1.99</u>	acres		

The compensation for the Permanent Easement is equal to FOURTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$14,400.00) and the compensation for the Temporary Easement Agreement is equal to ELEVEN THOUSAND NINE HUNDRED FORTY AND NO/100 DOLLARS (\$11,940.00). The City shall also be responsible for any costs associated with the recording of the Sanitary Sewer Easement in the Story County Recorder's office and shall coordinate the recording of the Sanitary Sewer Easement in the Story County Recorder's office and provide Broadstone with a recorded copy for its records. The parties agree that this Agreement and the Temporary Easement Agreement will not be recorded.

3. **Effectiveness of Easements.** The parties hereby expressly agree and acknowledge that the Temporary Easement Agreement and the Sanitary Sewer Easement shall not be in full force and effect until such time that Broadstone has confirmed receipt in writing (which may be confirmed via e-mail correspondence) that it is in receipt of the City's Payment. Upon Broadstone's receipt of the City's Payment, it will authorize the release of the Temporary Easement Agreement and the Sanitary Sewer Easement and authorize the City to record the Sanitary Sewer Easement in the Story County Recorder's office.

4. **Authority.** Each party hereby represents, warrants and covenants to the other that (i) it has the full power and authority to enter into this Agreement, (ii) the person executing this Agreement on its behalf has been duly authorized to do so and has the authority to bind the City or Broadstone, as applicable, and (iii) no consent of any third party is required for it to enter into and perform its obligations under this Agreement.

5. **Miscellaneous.** This Agreement may not be modified or amended except by an instrument in writing duly and validly executed by the parties hereto. This Agreement shall be binding on the parties hereto, their respective heirs, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement, is aware that the other parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

[Signature page(s) follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

BROADSTONE:

BROADSTONE WS IOWA, LLC a New York limited

liability company

By: Broadstone Net Lease, LLC,
a New York limited liability company,
its sole member

By: Broadstone Net Lease, Inc.,
a Maryland corporation,
its managing member

By: _____
Name: Ryan M. Albano
Title: President & COO

THE CITY:

CITY OF STORY, IOWA

By: _____
Print Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:

On this ___ day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan M. Albano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

STATE OF [_____])
COUNTY OF [_____]) ss.:

On this ___ day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared [_____], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

EXHIBIT A

COPY OF THE TEMPORARY EASEMENT AGREEMENT

[See Attached]

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "*Easement*") is made and entered into on this ____ day of June, 2024 (the "*Effective Date*") by and between **BROADSTONE WS IOWA, LLC**, a New York limited liability company with an address of c/o Broadstone Net Lease, LLC, 207 High Point Drive, Suite 300, Victor, NY 14564, Attention: Portfolio Manager ("*Broadstone*") and **THE CITY OF STORY, IOWA**, a municipal corporation with an address of 504 Broad Street, Story City, Iowa 50248 (the "*City*"). Broadstone and the City are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Broadstone is the fee simple owner of certain real property located at 1701 Broad Street in the City of Story City, County of Story and State of Iowa (the "*Broadstone Property*"); and

WHEREAS, the City is in the process of completing a sanitary sewer extension project on real property located in close proximity to the Broadstone Property; and

WHEREAS, in connection with the City's sanitary sewer extension project, the City has requested that Broadstone grant the City a temporary, non-exclusive construction easement on and over a certain portion of the Broadstone Property for the sole purpose of allowing the City to construct a sanitary sewer line and the connections and appurtenances associated therewith; and

WHEREAS, Broadstone agrees to grant such temporary construction easement to the City subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Temporary Easement.** Subject to the terms and conditions set forth herein, Broadstone hereby grants to the City (i) a non-exclusive temporary construction easement (the "*Temporary Easement 1*") in the portion of the Broadstone Property depicted on **Exhibit A** and described on **Exhibit A-1** as the "Temporary Easement 1"; and (ii) a non-exclusive temporary construction easement (the "*Temporary Easement 2*") in the portion of The Broadstone Property depicted on **Exhibit A** and described on **Exhibit A-1** as the "Temporary Easement 2" (collectively referred to herein as the "*Easement Area*"). Temporary Easement 1 and Temporary Easement 2 are collectively referred to herein as the "Easement". The parties agrees and acknowledge that the Easement is for the sole purpose of installing new sanitary sewer line and any connections and appurtenances associated therewith in connection with the City's sanitary sewer expansion project (collectively, the "*Sewer Work*").

2. **Responsibility.** The City shall be responsible for one hundred percent (100%) of the costs and expenses associated with the Sewer Work. The City hereby agrees and acknowledges that the improvements resulting from the Sewer Work are the sole property of the City, shall be the City's responsibility to maintain and repair, and shall be under the City's exclusive control and supervision at all times.

3. **Compliance.** In exercising the easement rights and privileges granted hereby, the City agrees to comply and/or cause its contractors, employees, agents, and consultants to comply with all applicable laws, regulations, ordinances, orders, and directives of governmental authorities or agencies with respect to the City's use of the Easement Area. Once commenced, the Sewer Work shall be diligently pursued and completed by the City and the City shall secure, maintain and comply with all required licenses,

permits, certificates, and/or other authorizations relating to, or otherwise necessary or appropriate for the Sewer Work and/or the City's use of the Easement Area. All Sewer Work shall be performed in a lien-free, good and workmanlike manner and in compliance with all applicable legal requirements, including, but not limited to, all applicable environmental laws, rules and regulations. In the event any mechanic's or materialman's lien is filed against the Broadstone Property in connection with the Sewer Work, then the City shall, promptly after notice of filing, cause the same to be discharged and released of record.

4. **Completion of Work.** The City shall use due care in connection with any Sewer Work, so as not to unreasonably interfere with Broadstone's or its tenant's use of the Broadstone Property. The City agrees that it will coordinate with and provide notice to Broadstone at least seventy-two (72) hours prior to any entry onto the Broadstone Property in connection with any Sewer Work. The City further agrees that when exercising any of the rights granted herein, the City will not unreasonably interfere with the use and operation of any business conducted on the Broadstone Property. The City shall not at any time block access to the Property such that Grantor and its tenant shall have unrestricted access to and from the Broadstone Property at all times. The City shall maintain at least a single travel lane of access at all times by providing an adjacent temporary rock entrance at any time when the sewer trenching associated with the Sewer Work crosses the driveway located within the Easement Area and such driveway pavement shall be restored with a quick curing concrete to shorten the time before traffic can be allowed to drive on same. Buyer's contractor will work with Broadstone and its tenant to schedule the Sewer Work around high traffic times. In connection with any Sewer Work, the City agrees and acknowledges that it shall complete all such work in accordance with industry standard work zone safety procedures and protocols. In addition, the City hereby agrees as follows:

- a. Any work to remove PCC pavement, the installation of sanitary sewer pipe, trench backfill, and the placement of temporary granular surfacing through the driveway area shall be done during a time frame that shall begin at the end of business on a Friday and shall be completed by the beginning of business on Monday morning. The City's contractor shall coordinate the specific details and exact timing with the Broadstone and its tenant's facility manager at least one (1) week prior to the planned work. If poor weather or unexpected underground conditions are encountered that delays completion by Monday morning, the contractor shall provide a temporary side access lane so that there shall always be unrestricted access to and from the Broadstone Property.
- b. If the weekend construction schedule fails and temporary side access is required, signage must be erected immediately stating "One vehicle at a time" on both directions of traffic.
- c. Pavement replacement of the driveway shall be done in a similar weekend only manner, with the PCC driveway available for reconstruction after the close of business on a Friday and shall be open for truck traffic on Monday morning. The City's contractor shall coordinate the specific details and exacting timing with Broadstone and its tenant's facility manager at least one (1) week prior to the planned work.
- d. The small phone sign at the driveway on the north edge of the Easement Area may be removed and replaced if needed by the City's contractor. If removed, it must be temporarily relocated in a readable fashion along the driveway north of the Easement Area and replaced in its original location.

5. **Restoration.** Upon the completion of any work or activities associated with this Easement, the City shall restore or repair the Broadstone Property to the condition which existed immediately prior to such work or activities, which obligation shall include, without limitation, replacing or repairing any improvements disturbed or damaged by any such work or activities.

6. **Termination.** This Easement shall automatically terminate and be of no further force upon the earlier of (i) the completion of the Sewer Work or (ii) two (2) years from the Effective Date hereof.

7. **Indemnification.** The City, its successors and assigns, shall at all times defend, indemnify and hold Broadstone and its tenants, occupants, directors, partners, shareholders, officers, employees, affiliates, agents, representatives, successors, and assigns (collectively, the "***Broadstone Parties***") harmless from and against damages, claims, demands, actions, or causes of action and all related costs and expenses (including reasonable attorneys' fees), losses, fines, penalties, injury and liabilities (collectively "***Claims***"), including but not limited to Claims under any environmental laws, rules or regulations, relating to or arising from or out of (i) the Sewer Work or the improvements resulting from the Sewer Work, (ii) the City's use of the Broadstone Property, (iii) the exercise of the easement rights granted pursuant to this Easement, and/or (iv) by reason of the City's or its contractors', agents', employees', and/or consultants' failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Easement.

8. **Insurance.** During the duration of this Easement, the City shall carry and maintain (and shall cause its contractors, agents, and/or consultants performing the Sewer Work to carry and maintain) comprehensive general liability insurance in the minimum amount of \$3,000,000.00 per claim/annual aggregate along with a \$5,000,000.00 excess/umbrella policy on account of either bodily injury or property damage with limits being per occurrence and in the aggregate both naming Broadstone as an additional insured with respect to claims arising out of the exercise of any rights granted to the City under this Easement. The City shall also carry, at its own expense, automobile liability insurance with a \$1,000,000.00 combined single limit and workers compensation insurance meeting all State statutory requirements. The City shall provide Broadstone with evidence of such insurance coverage simultaneously with its execution of this Easement and annually upon request by Broadstone.

9. **Notice.** Any notice, request, demand, approval, consent or election required or permitted to be given under this Easement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, or via overnight mail to the other Party at the address set forth above.

10. **Reservation.** The easement rights and privileges granted by this Easement are expressly subject to and limited by any easements, grants, rights-of-way, mortgages, or other matters which currently affect and/or encumber title to the Broadstone Property and as a result thereof, Broadstone makes no representations or warranties with respect to the rights granted herein. Notwithstanding the granting of the Easement contained herein, Broadstone hereby reserves the right of use and enjoyment of the Easement Area for all purposes, including, but not limited to, the right of ingress and egress over the Easement Area. The City hereby agrees that the City's use of the Easement Area shall not interfere nor be inconsistent with Broadstone's use and enjoyment of the Easement Area and/or the Broadstone Property. Nothing herein shall be constructed to limit or restrict any use or enjoyment of the Easement Area by Broadstone, or its successors, assigns, agents, tenants, invitees, licensees, nominees or grantees.

11. **Miscellaneous.** This Easement shall not be recorded. This Easement may not be modified or amended except by an instrument in writing duly and validly executed by the Parties hereto. This Easement shall be binding on the Parties hereto, their respective heirs, successors and assigns. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of such

counterparts together shall constitute one and the same Easement. All exhibits referred to herein and attached hereto shall be deemed part of this Easement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Easement to be effective as of the Effective Date.

BROADSTONE:

BROADSTONE WS IOWA, LLC
a New York limited liability company

By: Broadstone Net Lease, LLC,
a New York limited liability company,
its sole member

By: Broadstone Net Lease, Inc.,
a Maryland corporation,
its managing member

By: _____
Name: Ryan M. Albano
Title: President & COO

THE CITY:

CITY OF STORY, IOWA

By: _____
Print Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:

On this ___ day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan M. Albano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

STATE OF [])
COUNTY OF []) ss.:

On this ___ day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(NOTARY SEAL)

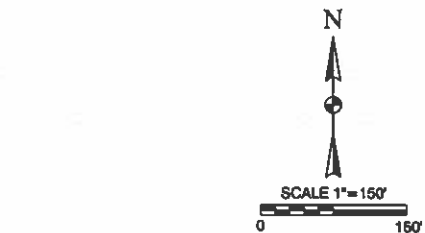
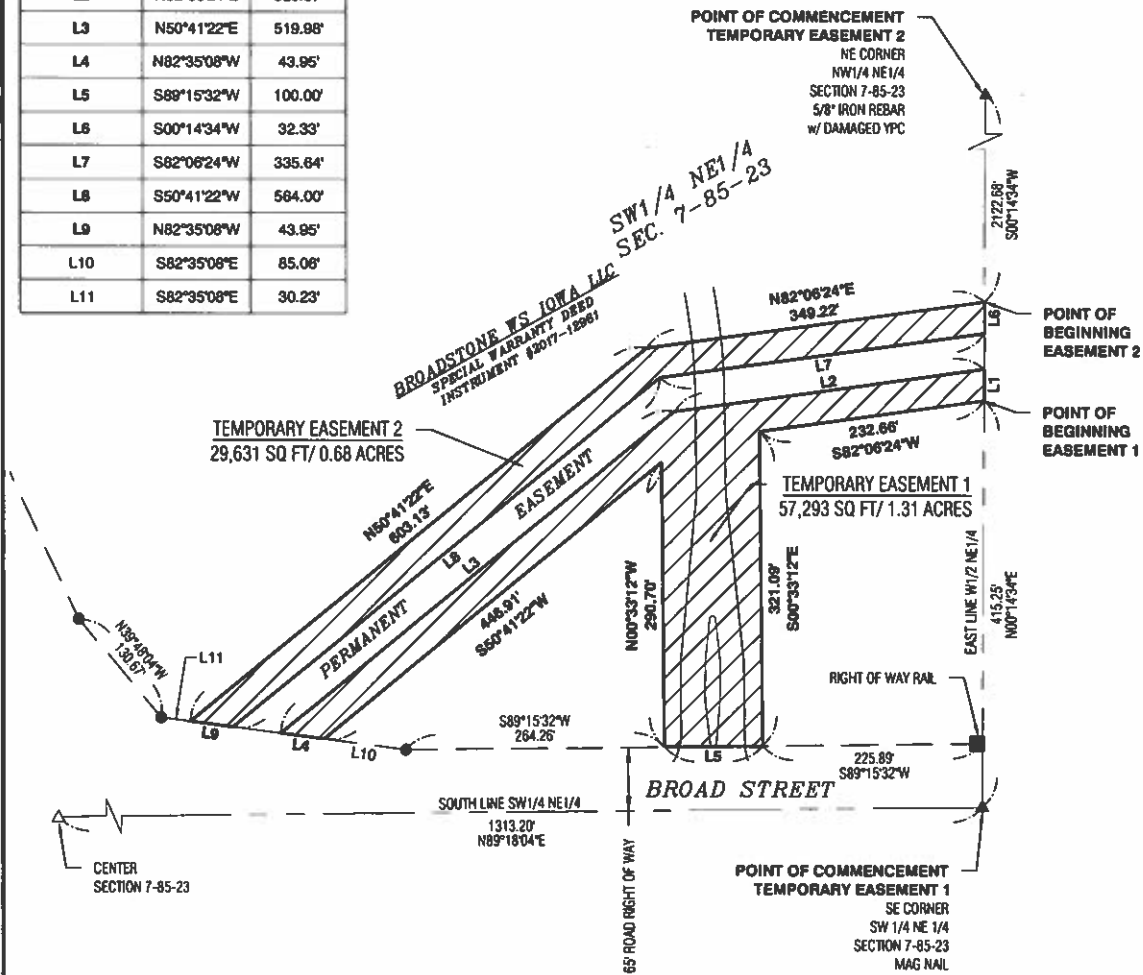
My Commission Expires: _____

TEMPORARY CONSTRUCTION EASEMENT PLOT PLAN

INDEX LEGEND

COUNTY:	STORY
PROJECT NO.:	23-WC-0501
LOCATION:	Section 7, Township 85, Range 23
EASEMENT 1:	1.31 AC
EASEMENT 2:	0.68 AC
ACQUIRED FROM:	BROADSTONE WS IOWA LLC
PREPARED BY: RETURN TO: MARC C. HOODJER, PLS	CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALL TOWN, IOWA 50158 PHONE 641-752-6701 CGA@CGACONSULTANTS.COM

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	S00°14'34"W	32.33'
L2	N82°06'24"E	320.37'
L3	N50°41'22"E	519.98'
L4	N82°35'08"W	43.95'
L5	S89°15'32"W	100.00'
L6	S00°14'34"W	32.33'
L7	S82°06'24"W	335.64'
L8	S50°41'22"W	584.00'
L9	N82°35'08"W	43.95'
L10	S82°35'08"E	85.08'
L11	S82°35'08"E	30.23'



		LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)
FOUND	▲	PLSS CORNER (as noted)
FOUND	●	1/2" DIAMETER IRON REBAR w/YELLOW PLASTIC ID CAP (#11804) (except as noted)
SET	△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/YELLOW PLASTIC ID CAP (#22634)
SET	○	1/2" DIAMETER x 30" IRON REBAR w/YELLOW PLASTIC ID CAP (#22634)



PROJECT NO. 23-WC-0501
DATE OF SURVEY: 2-23-24
DRAWN BY: TMM
FIELD CREW: DCM
SHEET NO. 1 OF 1

EXHIBIT A-1

LEGAL DESCRIPTION OF THE EASEMENT AREA

Temporary Easement 1:

STORY COUNTY

PROJECT NO. 23-WC-0501

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON TEMPORARY EASEMENT PLOT PLAN, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., THENCE NORTH 00°14'34" EAST, 415.25 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7 TO THE POINT OF BEGINNING; THENCE SOUTH 82°06'24" WEST, 232.66 FEET; THENCE SOUTH 00°33'12" EAST, 321.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BROAD STREET; THENCE SOUTH 89°15'32" WEST, 100.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 00°33'12" WEST, 290.70 FEET; THENCE SOUTH 50°41'22" WEST, 446.91 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BROAD STREET; THENCE NORTH 82°35'08" WEST, 43.95 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 50°41'22" EAST, 519.98 FEET; THENCE NORTH 82°06'24" EAST, 320.37 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4; THENCE SOUTH 00°14'34" WEST, 32.33 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. EASEMENT CONTAINS 1.31 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS AND DISTANCES ARE THE RESULT OF G.P.S. OBSERVATIONS UTILIZING THE IOWA D.O.T. RTN AND THE IOWA STATE PLANE NORTH COORDINATE SYSTEM.

Temporary Easement 2:

STORY COUNTY

PROJECT NO. 23-WC-0501

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON TEMPORARY EASEMENT PLOT PLAN, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., THENCE SOUTH 00°14'34" WEST, 2122.68 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°14'34" WEST, 32.33 FEET ALONG SAID EAST LINE; THENCE SOUTH 82°06'24" WEST, 335.64 FEET; THENCE SOUTH 50°41'22" WEST, 564.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BROAD STREET; THENCE NORTH 82°35'08" WEST, 43.95 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 50°41'22" EAST, 603.13 FEET; THENCE NORTH 82°06'24" EAST, 349.22 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.68 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS AND DISTANCES ARE THE RESULT OF G.P.S. OBSERVATIONS UTILIZING THE IOWA D.O.T. RTN AND THE IOWA STATE PLANE NORTH COORDINATE SYSTEM.

SANITARY SEWER EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Sarah A. Pellerin
Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, NY 14604-2711
Phone: (585) 231-1350

Taxpayer Information:

City of Story City
504 Broad Street
Story City, Iowa 50248

Return Document To:

Mark Jackson
City of Story City
504 Broad Street
Story City, Iowa 50248
Phone: (515) 733-2121

Grantor:

Broadstone WS Iowa LLC
c/o Broadstone Net Lease, LLC
207 High Point Drive, Suite 300
Victor, NY 14564
Attention: Portfolio Manager

Grantee:

City of Story City, Iowa
504 Broad Street
Story City, Iowa 50248

Legal Description:

See pages 7 and 8

Document or instrument number of previously recorded documents:

n/a

NOTE: This cover page is prepared in compliance with Iowa Code Section 331.606B (2016). This cover page is provided for information purposes only.

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "*Easement*") is made and entered into on this ____ day of June, 2024 (the "*Effective Date*") by and between **BROADSTONE WS IOWA, LLC**, a New York limited liability company with an address of c/o Broadstone Net Lease, LLC, 207 High Point Drive, Suite 300, Victor, NY 14564, Attention: Portfolio Manager ("*Broadstone*") and **THE CITY OF STORY, IOWA**, a municipal corporation with an address of 504 Broad Street, Story City, Iowa 50248 (the "*City*"). Broadstone and the City are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Broadstone is the fee simple owner of certain real property located at 1701 Broad Street in the City of Story City, County of Story and State of Iowa (the "*Broadstone Property*"); and

WHEREAS, the City has requested that Broadstone grant the City a permanent, non-exclusive sanitary sewer easement on and over a certain portion of the Broadstone Property in order for the City to maintain, repair and replace the sanitary sewer line and the connections and appurtenances associated therewith installed by the City pursuant to a certain temporary construction easement agreement entered into by and between Broadstone and the City on even or near date herewith; and

WHEREAS, Broadstone agrees to grant such permanent easement to the City subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Permanent Easement**. Subject to the terms and conditions set forth herein, Broadstone hereby grants to the City a non-exclusive thirty (30) foot easement (the "*Easement*") on and over a certain portion of the Broadstone Property depicted on **Exhibit A** and legally described on **Exhibit A-1** (the "*Easement Area*") for the sole purpose of allowing the City to maintain, repair, remove, replace or improve the City's sanitary sewer line and the connections and appurtenances associated therewith located within the Easement Area (collectively, the "*Sewer Work*").

2. **Responsibility**. The City shall be responsible for one hundred percent (100%) of the costs and expenses associated with the Sewer Work. The City hereby agrees and acknowledges that Broadstone has no responsibility to maintain and repair any of the City's improvements located within the Easement Area.

3. **Compliance**. In exercising the easement rights and privileges granted hereby, the City agrees to comply and/or cause its contractors, employees, agents, and consultants to comply with all applicable laws, regulations, ordinances, orders, and directives of governmental authorities or agencies with respect to the City's use of the Easement Area and for any discharge through the sewer system located on the Broadstone Property. Once commenced, the Sewer Work shall be diligently pursued and completed by the City and the City shall secure, maintain and comply with all required licenses, permits, certificates, and/or other authorizations relating to, or otherwise necessary or appropriate for the Sewer Work and/or the City's use of the Easement Area. The City agrees to maintain in good condition and repair the improvements located within the Easement Area. All Sewer Work shall be performed in a lien-free, good and workmanlike manner and in compliance with all applicable legal requirements, including, but not limited to, all applicable environmental laws, rules and regulations. In the event any mechanic's or materialman's

lien is filed against the Broadstone Property in connection with the Sewer Work, then the City shall, promptly after notice of filing, cause the same to be discharged and released of record.

4. **Completion of Work.** The City agrees that it will coordinate with and provide notice to Broadstone at least seventy-two (72) hours prior to any entry onto the Broadstone Property in connection with any Sewer Work. The City further agrees that when exercising any of the rights granted herein, the City will not unreasonably interfere with the use and operation of any business conducted on the Broadstone Property. The City shall not at any time block access to the Property such that Grantor and its tenant shall have unrestricted access to and from the Broadstone Property at all times.

5. **Restoration.** Upon the completion of any work or activities associated with this Easement, the City shall restore or repair the Broadstone Property to the condition which existed immediately prior to such work or activities, which obligation shall include, without limitation, replacing or repairing any improvements disturbed or damaged by any such work or activities.

6. **Indemnification.** The City, its successors and assigns, shall at all times defend, indemnify and hold Broadstone and its tenants, occupants, directors, partners, shareholders, officers, employees, affiliates, agents, representatives, successors, and assigns (collectively, the "***Broadstone Parties***") harmless from and against damages, claims, demands, actions, or causes of action and all related costs and expenses (including reasonable attorneys' fees), losses, fines, penalties, injury and liabilities (collectively "***Claims***"), including but not limited to Claims under any environmental laws, rules or regulations, relating to or arising from or out of (i) the Sewer Work or the improvements resulting from the Sewer Work, (ii) the City's use of the Broadstone Property, (iii) the exercise of the easement rights granted pursuant to this Easement, (iv) the City's discharge into, through and ultimately out of the Broadstone sewer system, if any, and/or (v) by reason of the City's or its contractors', agents', employees', and/or consultants' failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Easement.

7. **Insurance.** During the duration of this Easement, the City shall carry and maintain (and shall cause its contractors, agents, and/or consultants performing the Sewer Work to carry and maintain) comprehensive general liability insurance in the minimum amount of \$3,000,000.00 per claim/annual aggregate along with a \$5,000,000.00 excess/umbrella policy on account of either bodily injury or property damage with limits being per occurrence and in the aggregate both naming Broadstone as an additional insured with respect to claims arising out of the exercise of any rights granted to the City under this Easement. The City shall also carry, at its own expense, automobile liability insurance with a \$1,000,000.00 combined single limit and workers compensation insurance meeting all State statutory requirements. The City shall provide Broadstone with evidence of such insurance coverage simultaneously with its execution of this Easement and annually upon request by Broadstone.

8. **Notice.** Any notice, request, demand, approval, consent or election required or permitted to be given under this Easement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, or via overnight mail to the other Party at the address set forth above.

9. **Reservation.** The easement rights and privileges granted by this Easement are expressly subject to and limited by any easements, grants, rights-of-way, mortgages, or other matters which currently affect and/or encumber title to the Broadstone Property and as a result thereof, Broadstone makes no representations or warranties with respect to the rights granted herein. Notwithstanding the granting of the Easement contained herein, Broadstone hereby reserves the right of use and enjoyment of the Easement Area for all purposes, including, but not limited to, the right of ingress and egress over the Easement Area. The City hereby agrees that the City's use of the Easement Area shall not interfere nor be inconsistent with

Broadstone's use and enjoyment of the Easement Area and/or the Broadstone Property. Nothing herein shall be constructed to limit or restrict any use or enjoyment of the Easement Area by Broadstone, or its successors, assigns, agents, tenants, invitees, licensees, nominees or grantees.

10. **Miscellaneous.** This Easement may not be modified or amended except by an instrument in writing duly and validly executed by the Parties hereto. This Easement shall be binding on the Parties hereto, their respective heirs, successors and assigns. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same Easement. All exhibits referred to herein and attached hereto shall be deemed part of this Easement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Easement to be effective as of the Effective Date.

BROADSTONE:

liability company

BROADSTONE WS IOWA, LLC a New York limited

By: Broadstone Net Lease, LLC,
a New York limited liability company,
its sole member

By: Broadstone Net Lease, Inc.,
a Maryland corporation,
its managing member

By: _____
Name: Ryan M. Albano
Title: President & COO

THE CITY:

CITY OF STORY, IOWA

By: _____
Print Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:

On this ___ day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan M. Albano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

STATE OF [])
COUNTY OF []) ss.:

On this ___ day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

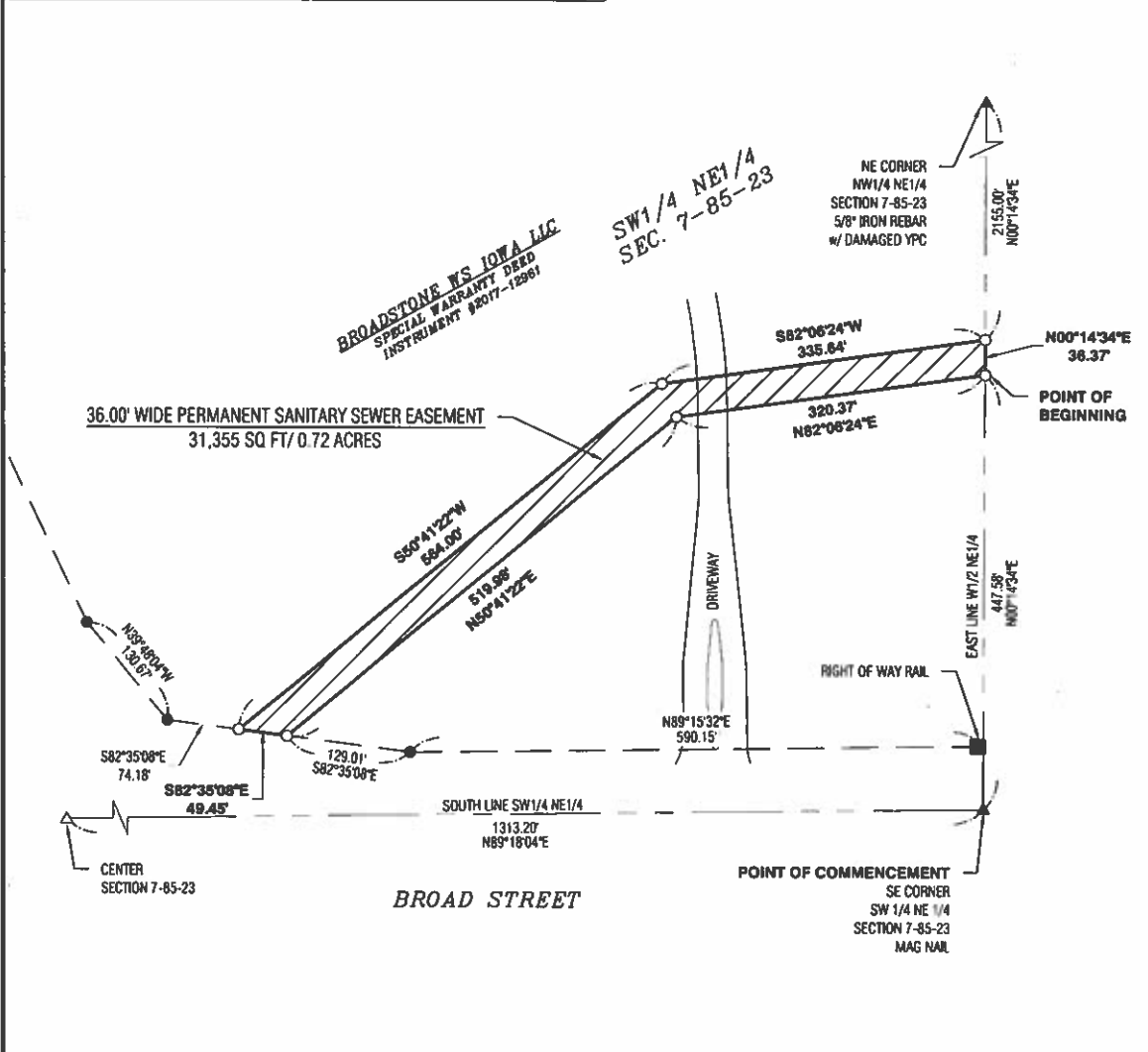
(NOTARY SEAL)

My Commission Expires: _____

SANITARY SEWER PERMANENT EASEMENT ACQUISITION PLAT EXHIBIT "A"

INDEX LEGEND

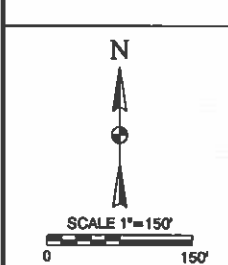
COUNTY:	STORY
PROJECT NO.:	23-WC-0501
LOCATION:	Section 7, Township 85, Range 23
EASE:	0.72 AC
ACQUIRED FROM:	BROADSTONE WS IOWA LLC
PREPARED BY: RETURN TO: MARC C. HOODJER, PLS	CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 PHONE 641-752-8701 CGA@CGACONSULTANTS.COM



LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)

FOUND	▲	PLSS CORNER (as noted)
	●	1/2" DIAMETER IRON REBAR w/YELLOW PLASTIC ID CAP (#11804) (except as noted)
SET	△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/YELLOW PLASTIC ID CAP (#22834)
	○	1/2" DIAMETER x 30" IRON REBAR w/YELLOW PLASTIC ID CAP (#22834)

() = RECORDED AS



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.

Marc C. Hoodjer, PLS _____ date _____
 Iowa License Number 22634
 My License Renewal Date is December 31, 2024
 Pages or sheets covered by this seal: THIS SHEET

PROJECT NO. 23-WC-0501
 DATE OF SURVEY: 2-23-24
 DRAWN BY: TMM
 FIELD CREW: DCM
 SHEET NO. 1 OF 1

DESCRIPTION OF ATTACHED PLAT FOR EXHIBIT "A"

STORY COUNTY

PROJECT NO. 23-WC-0501

A PERMANENT SANITARY SEWER EASEMENT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., THENCE NORTH 00°14'34" EAST, 447.58 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°14'34" EAST, 36.37 FEET ALONG SAID EAST LINE; THENCE SOUTH 82°06'24" WEST, 335.64 FEET; THENCE SOUTH 50°41'22" WEST, 564.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BROAD STREET; THENCE SOUTH 82°35'08" EAST, 49.45 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 50°41'22" EAST, 519.98 FEET; THENCE NORTH 82°06'24" EAST, 320.37 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.72 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS AND DISTANCES ARE THE RESULT OF G.P.S. OBSERVATIONS UTILIZING THE IOWA D.O.T. RTN AND THE IOWA STATE PLANE NORTH COORDINATE SYSTEM.

The following resolution was offered by Councilperson _____, who moved its adoption.

RESOLUTION NO. 24-38

A RESOLUTION AWARING CONTRACT FOR THE I-35 BUSINESS PARK NORTH WATER AND SANITARY SEWER PROJECT PHASE I

WHEREAS, pursuant to notice duly published in the manner prescribed by resolution of this Council and as required by law, bids and proposals were received by the City Clerk and reported to this Council for the I-35 Business Park North Water and Sanitary Sewer Project Phase I (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Story City, Iowa, as follows:

Section 1. The bid for the project submitted by the following contractor is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>J&K Contracting</u> <u>10703 Justin Drive</u> <u>Urbandale, IA 50322</u>	<u>\$358,840.00</u>

Section 2. The contract for the project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract for the project, said contract not to be binding until approved by resolution of this Council.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100 percent of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

This motion was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted this 12th day of June, 2024.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk