



H U X L E Y
— HEART OF THE PRAIRIE —

HOLD-HARMLESS and INDEMNIFICATION AGREEMENT for
IMPROVEMENTS LOCATED WITHIN A PUBLIC EASEMENT

Whereas, an easement has been granted to the City of Huxley, Iowa (hereinafter referred to as "City") for the purpose of constructing, reconstructing, repairing, enlarging, and maintaining a **PURPOSE OF EASEMENT** together with appurtenances thereto, under, over, through, and across the easement area, which is described as the following address: _____

Whereas, _____ (hereinafter called "Grantor"), owner of said property, is requesting permission within the above described easement area in violation of the terms of said easement; and

Whereas, the City has agreed to grant permission for said **IMPROVEMENTS** to be located within the Easement Area, and the Grantor hereby agrees to hold the City harmless for any damages caused to any structures or improvements located within the Easement Area, and further that the City shall not be responsible for replacement of any structures, walls or fences, paving, landscaping, or other improvements within the Easement Area which the City may find necessary to remove in the performance of any maintenance, construction, reconstruction, or other action consistent with the purposes of the Easement, other than reseeding; and Grantor further agrees to hold the City harmless and to indemnify the City against any judgments or costs associated with or arising from any structures or improvements located within the Easement Area.

Now therefore, be it agreed that in granting aforesaid request, the City and its agents shall not assume any liability, and Grantor assumes all risks of damages, loss, costs, liability and expense, and agrees to indemnify and hold harmless the City, its officers, agents, or authorized representatives from and against any and all liability, damage, loss, cost, and expense which may accrue to or be sustained by the City, its officers, agents, or authorized representatives on account of any claim, suit, or action made or brought against the City, its officers, agents, or authorized representatives arising out of this Agreement. The City further reserves the right to revoke said permission for whatever reason to safeguard the public health, safety, and welfare.

This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does HEREBY COVENANT with the City that Grantor holds the real estate on which the above-described Easement Area is located by title in fee simple, and that Grantor has good and lawful authority to execute this Agreement.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the text.

Signed this ____ day of _____, 20____.

By: (Property Owner/Grantor)