

2140
FILED
BOOK 749 PAGE 408-412
DATE 9-9-93 TIME 3:26pm
CAROL HOL
COUNTY RECORDER
DALLAS CO. IOWA 25.00/1.00

4.2 SANITARY SEWER EASEMENT(S)

COMES NOW, West Lakes Development Company, being the owner(s) of the following described real estate, to-wit:

West Lakes Office Park Plat 3, an Official Plat, in and forming a part of the City of West Des Moines, Dallas County, Iowa.

and does hereby give, grant and convey unto the City of West Des Moines, Iowa (hereinafter called "City") permanent and perpetual easement(s) and right-of-way upon, over, under, through and across the following described real estate, to-wit:

See Exhibit "A"

located in the City of West Des Moines, Iowa, for the purpose of locating sanitary sewer(s) (hereinafter referred to as Sewer[s]) and to permit and allow the City to enter at any time upon and into said easement(s) herein described and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the easement(s) granted herein.

The Grantor(s), West Lakes Development Company, its assigns and successors in interest, hereby agree to indemnify and hold harmless the City, its employees, officers, agents and contractors from and against any and all liability, loss or damage, costs or attorney fees, including damages or losses due to business interruption to any person, firm or corporation, entity or estate, including the Grantor(s), assigns and successors in interest, arising out of or in connection with any act, damage, performance, or undertaking hereunder, or act of negligence, causes, omissions, fault, or misconduct related to or directly or indirectly growing out of:

- A. The City, its officers, employees, agents and contractors in connection with the use, performance or undertakings of the grant or right herein or in connection with the construction, replacement, location, rebuilding, enlarging, reconstruction, patrolling, repairing or maintaining Sewer(s), for damages or loss incurred by Grantor(s), its assigns and successors in interest.
- B. Actions or activity of the Grantor(s), its assigns and successors in interest.
- C. Actions brought by third parties against the City arising out of the actions or activity of the Grantor(s), its assigns and successors in interest.
- D. Installation or construction of the Sewer(s) by the Grantor(s), its assigns or successors in interest.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the easement(s) area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), its assigns and successors in interest, except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the easement area by reason of settlement, depression or any unknown conditions which arise subsequent to the replacing of the easement area after being restored to its prior condition; any subsequent restoration by reason of settlement, depression or any unknown conditions must be accomplished by the Grantor(s), or its assigns and successors in interest.

No structure shall be erected upon the said easement without the express written consent of the City.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its agents, employees, officers and contractors; the term "Grantor" herein shall mean West Lakes Development Company, including assigns

and successors in interest.

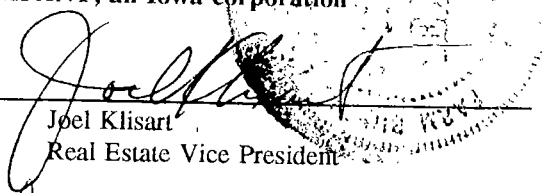
The City and the Grantor(s), its assigns and successors in interest, agree the Dallas County District Court of the State of Iowa, shall have exclusive jurisdiction over the subject matter of this easement and said parties consent to the jurisdiction of the person being in Dallas County, Iowa.

Dated this 8th day of September, 1993.

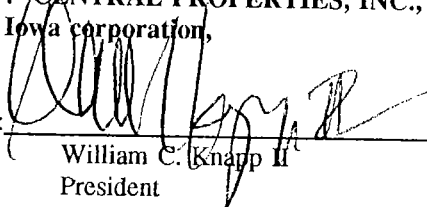
WEST LAKES DEVELOPMENT COMPANY
an Iowa general partnership,

BY: I.R.F.B. JOINT VENTURE, an Iowa joint venture, as
managing partner in West Lakes Development Company

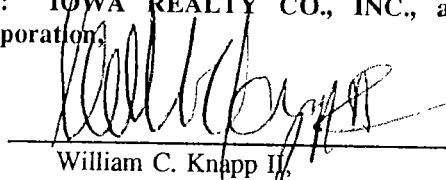
BY: FARM BUREAU LIFE INSURANCE
COMPANY, an Iowa corporation

By: 
Joel Klisart
Real Estate Vice President

BY: CENTRAL PROPERTIES, INC.,
an Iowa corporation,

By: 
William C. Knapp II
President

BY: IOWA REALTY CO., INC., an Iowa
corporation,

By: 
William C. Knapp II,
Senior Vice President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 8th day of September, 1993 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joel Klisart, to me personally known, who being by me duly sworn, did say that he is the Real Estate Vice President of Farm Bureau Life Insurance Company, a joint venturer in I.R.F.B. Joint Venture; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the Joel Klisart as such officer, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Linda Andreini

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 8th day of September, 1993 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II, to me personally known, who being by me duly sworn, did say that he is the President, of the Central Properties, Inc. executing the within and foregoing instrument, that no seal has been procured by the corporation, that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William C. Knapp II as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Linda Andreini

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 8th day of September, 1993 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, of Iowa Realty Co., Inc. executing the within and foregoing instrument, that no seal has been procured by the corporation, that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William C. Knapp II as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Linda Andreini

Notary Public in and for the State of Iowa

EXHIBIT "A"

**LEGAL DESCRIPTION
Sanitary Sewer Easement
West Lakes Office Park Plat 3**

Sanitary sewer easement as shown on the official plat of West Lakes Office Park Plat 3, City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

The north 30.00 feet of the east 105.00 feet of Lot 1,

and

the north 30.00 feet of Lot 3,

and

that area in Lot 3 lying northeast of the following described line:

commencing as a point of reference at the northeast corner of Lot 3; thence S26°17'07"W, 182.25 feet along the east line of said lot to the point of beginning; thence N16°04'55"W, 272.59 feet to the point of terminus, said point being on the north line of said lot, 488.96 feet east of the northwest corner of said lot,

and

a 20.00 feet wide easement that is centered on the following described line:

commencing as a point of reference at the northwest corner of Lot 6; thence S26°17'07"W, 167.41 feet along the west line of said lot to the point of beginning; thence S45°42'02"E, 312.75 feet to a point; thence S62°14'14"E, 174.73 feet to the point of terminus, said point being on a curve on the east line of said lot, 95.34 feet south of the northeast corner,

and

a 50.00 feet wide easement that is centered on the following described line:

commencing as a point of reference at the northwest corner of Lot 6; thence S26°17'07"W, 102.81 feet along the west line of said lot to the point of beginning; thence S22°37'59"E, 105.74 feet to a point; thence S45°42'02"E, 243.72 feet to a point; thence S00°42'02"E, 418.59 feet to the point of terminus, said point being on a curve on the east line of said lot, 108.43 feet north of the southeast corner,

and

a 20.00 feet wide easement that is centered on the following described line:

commencing as a point of reference at the northwest corner of Lot 7; thence southwesterly along a curve to the right having a radius of 1063.41 feet and a chord bearing of S15°15'11"W, an arc length of 63.70 feet along the west line of said lot to a point of tangency; thence S16°58'08"W, 21.41 feet to the point of beginning; thence S57°43'41"E, 247.78 feet to the point of terminus,

and

a 50.00 feet wide easement that is centered on the following described line:

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commencing as a point of reference at the southwest corner of Lot 7; thence northeasterly along a curve to the left having a radius of 1200.00 feet and a chord bearing of N37°11'40"E, an arc length of 86.10 feet along the west line of said lot to the point of beginning; thence S00°42'02"E, 699.45 feet to the point of terminus, said point being on the south line of Lot 8, 26.63 feet southwest of the southeast corner of said lot 8,

and

beginning at the southerly corner of Lot 8; thence northwesterly along a curve to the right having a radius of 925.00 feet and a chord bearing of N33°13'12"W, an arc length of 39.39 feet along the west line of said lot to a point of tangency; thence N32°00'00"W, 190.56 feet along said west line to a point of curvature; thence northwesterly along a curve to the left having a radius of 1000.00 feet, an arc length of 6.72 feet along said west line to a point; thence S46°08'15"E, 256.65 feet to a point on the south line of said lot; thence S69°10'51"W, 63.02 feet along said south line to the point of beginning,

and

that area in Lot 11 lying east of the following described line:

commencing as a point of reference at the southwest corner of Lot 11; thence N82°17'06"E, 376.44 feet along the south line of said lot to a point of curvature; thence northeasterly along a curve to the left having a radius of 198.76 feet, an arc length of 70.72 feet along said south line to the point of beginning; thence N01°17'32"E, 133.77 feet to the point of terminus, said point being a point on a curve on the easterly line of said lot, 265.55 feet southeast of the northeast corner of said lot,

and

the northeasterly 50.00 feet of Lot 16,

and

the easterly 30.00 feet of Lot 16,

and

a 20.00 feet wide easement that is centered on the following described line:

commencing as a point of reference at the northwest corner of Lot 18; thence S00°32'46"E, 73.00 feet along the west line of said lot to the point of beginning; thence N54°07'38"E, 126.25 feet to the point of terminus, said point being on the north line of said lot, 103.00 feet east of said northwest corner,

and

Outlot "Y".