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MTG -  
PCRF -  
BKRF -

Carol "Cindy" Hol, Recorder  
Dallas County IOWA

ODD -  
AUD -

Prepared by & Return to: Joel D. Huston, 3101 Ingersoll Ave., Des Moines, IA 50312 515-279-9059

**PRIVATE OVERLAND FLOWAGE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENT that WILLIAMS POINTE DEVELOPMENT II, L.C., an Iowa limited liability company (hereinafter the "Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, hereby grants and conveys the easements described in this Private Overland Flowage Easement (hereinafter the "Easement").

**WHEREAS**, Grantor owns legal title to the real property legally described as follows:

OUTLOT Z IN WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WAUKEE, DALLAS COUNTY, IOWA

(hereinafter the "Outlot").

**WHEREAS**, Grantor desires to encumber the Outlot with a perpetual easement and right-of-way under, over, on, through, across and within the Outlot described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

(hereinafter the "Easement Area") for the purpose of locating and maintaining free and unobstructed surface water and overland flowage over and across the Easement Area. This Easement is for the benefit of the owner(s) of the Outlot and may not be modified or amended without the approval of the City of Waukee.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor, its successor or assigns, shall not erect any fence or other structure under, over, on, through, across or within the Easement Area.

2. **PLACEMENT OF OBSTRUCTIONS, PLANTINGS AND MATERIALS PROHIBITED.** Grantor, its successors or assigns, shall not cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area.

BILL & RETURN TO:  
City of Waukee  
230 Highway 6  
Waukee, Iowa 50263

*11/emo*  
*Bill: \$17.00*

3. **MAINTENANCE.** Grantor, its successors and assigns, shall keep and maintain the Easement Area free and clear of bushes, brush, trees, trash, debris, weeds, undergrowth, objects, structures, fences, landscape elements, dirt fill, and other obstructions, which may interfere, obstruct, or impede the flow of water in the Easement Area.

4. **CHANGE OF GRADE PROHIBITED.** Grantor, its successors or assigns, shall not change the grade, elevation or contour of any part of the Easement Area.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does hereby covenant that (i) Grantor holds the real property described as the Easement Area by title in fee simple; (ii) Grantor has good and lawful authority to convey this Easement; and (iii) Grantor covenants to warrant and defend the real property described as the Easement Area against the claims of all persons whosoever.

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 context.

Dated June 26, 2007.

**WILLIAMS POINTE DEVELOPMENT II, L.C.,**  
an Iowa limited liability company

By: \_\_\_\_\_  
John D. Gamble, Secretary

STATE OF IOWA        )  
                                  )ss:  
COUNTY OF DALLAS )

On this 13 day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JOHN D. GAMBLE, to me personally known, who being by me duly sworn did say that he is Secretary of the limited liability company, executing the foregoing instrument, that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that JOHN D. GAMBLE acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.



By: Stephanie Hindal  
Notary Public

**EXHIBIT "A"**  
**WILLIAMS POINTE PLAT 14**  
**PRIVATE OVERLAND FLOWAGE EASEMENT**

A PART OF OUTLOT Z, WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT Z; THENCE SOUTH 89°38'24" EAST ALONG THE NORTH LINE OF SAID OUTLOT Z, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°38'24" EAST CONTINUING ALONG SAID NORTH LINE, 444.35 FEET; THENCE SOUTH 00°21'36" WEST, 25.00 FEET; THENCE NORTH 89°38'24" WEST, 394.28 FEET; THENCE SOUTH 00°11'03" WEST, 883.54 FEET TO THE POINT SOUTH LINE OF SAID OUTLOT Z, THENCE NORTH 89°52'00" WEST ALONG SAID SOUTH LINE, 50.00 FEET; THENCE NORTH 00°11'03" EAST, 908.74 FEET TO THE POINT OF BEGINNING.