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Carol "Cindy" Hol, Recorder
Dallas County IOWA

ODD -
AUD -

Prepared by: Joel D. Huston, Hogan Law Office, 3101 Ingersoll Ave., Des Moines, IA 50312 (515) 279-9059
Return to: Deputy City Clerk, City of Waukee, 230 Hwy 6, Waukee, IA 50263 (515) 987-4522

STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, **WILLIAMS POINTE DEVELOPMENT II, L.C.**, an Iowa limited liability company (hereinafter referred to as "Grantor"), owner and developer of **WILLIAMS POINTE PLAT 14**, an Official Plat in and forming a part of the City of Waukee, Dallas County, Iowa, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **CITY OF WAUKEE, IOWA**, a municipal corporation (hereinafter referred to as the "City"), a permanent and perpetual easement (hereinafter referred to as "Easement") and right-of-way upon, over, under, through and across the real property legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

(hereinafter referred to as the "Easement Area") for the purpose of locating and maintaining surface water flowage and storm sewer(s) (hereinafter referred to as "Sewers") over and across the Easement Area and which permits and allows the City to enter at any time upon, over, under, through, across, and into the Easement Area to use as much of the surface and sub-surface to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewers therein or to connect and/or join Sewers and appurtenances thereto) and to forever maintain the Easement and Sewers whenever necessary within the Easement Area.

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

1. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written consent of the City.
2. Change in Grade Prohibited. Grantor and its successors and assigns covenant and agree to keep and maintain the grading and elevations of the Easement Area, including drainage way and detention basin improvements, in accordance with the engineering plan approved by the City.
3. Maintenance. Grantor and 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, other obstructions, or affect grades in a manner which may interfere, obstruct, impede the flow of water or affect required detention basin volumes in the Easement Area in a manner acceptable to the City. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within

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Bill: \$22.00*

the Easement Area, including but not limited to, maintaining the grade and elevation thereof. Said responsibility to keep and maintain the Easement Area in good repair, maintenance and condition shall rest solely with the Grantor at the Grantor's expense. If the City deems it necessary to protect and preserve the Easement, the City may perform maintenance of the Easement Area after 30 days' notice to the owner of the property over which the Easement is situated, and be reimbursed by the Grantor at the Grantor's sole expense.

The nature and purpose of this Easement requires for the free flow of water over and across the Easement Area and, in the event that the City undertakes any work in the Easement Area, the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures or underground water systems.

After the initial construction of the Sewers, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewers, to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, 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 restoration and/or replacing of the Easement Area. Any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor at the Grantor's sole expense.

4. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless. Grantor, subsequent property owners, their successors and assigns agree to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of Grantor arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

6. 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.

7. Jurisdiction and Venue. The City and Grantor agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and the parties shall consent to the jurisdiction of Dallas County, Iowa.

8. Attorney's Fees. The City may enforce this Easement by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor covenants to WARRANT AND DEFEND the Easement Area against the lawful claims of all persons whomsoever.

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.

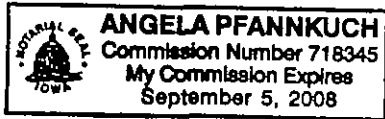
Dated: March _____, 2007.

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 21 day of March, 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: Angela Pfannkuch
Printed Name: Angela Pfannkuch
Notary Public

ACCEPTANCE BY CITY OF WAUKEE, IOWA

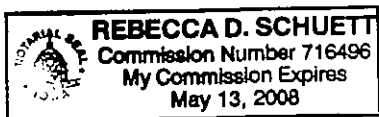
CITY OF WAUKEE, IOWA,
an Iowa municipal corporation

By: William Peard
William Peard, Mayor

By: Jeff Kooistra
Jeff Kooistra, Administrator/City Clerk

STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

On this 20th day of September 2007, before me, the undersigned, a Notary Public in and for said County and State personally appeared WILLIAM PEARD and JEFF KOOISTRA, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Administrator/City Clerk of the City of Waukee, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Waukee, by it and by them voluntarily executed.



By: Rebecca D. Schuett
Printed Name: Rebecca D. Schuett
Notary Public in and for the State of Iowa

WILLIAMS POINTE PLAT 14
EASEMENTS DESCRIPTIONS

**PUBLIC STORM SEWER AND OVERLAND FLOWAGE EASEMENT
DESCRIPTION**

THE EAST 7.50 FEET OF LOT 3, THE WEST 17.50 FEET OF LOT 4, THE EAST 7.50 FEET OF LOT 6 AND THE WEST 17.50 FEET OF LOT 5, EXCEPT THE SOUTH 33.56' FEET OF SAID LOTS 5 AND 6, ALL BEING IN WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA

AND

A PART OF LOT 1, WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER BEING 35.00 FEET NORTH OF THE CENTERLINE OF SE STONE RIDGE DRIVE; THENCE NORTH 89°52'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 89.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°52'00" WEST ALONG SAID SOUTH LINE, 16.19 FEET; THENCE NORTH 22°16'24" EAST, 60.04 FEET; THENCE NORTH 28°25'47" EAST, 38.14 FEET; THENCE NORTH 21°56'32" EAST, 96.69 FEET; THENCE NORTH 05°34'28" EAST, 64.39 FEET; THENCE NORTH 12°12'20" WEST, 10.28 FEET TO THE SOUTHERLY LINE OF RIGHT OF WAY RECORDED IN BOOK 1998, PAGE 4731; THENCE SOUTH 89°38'27" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, 15.37 FEET; THENCE SOUTH 12°12'20" EAST, 9.29 FEET; THENCE SOUTH 05°34'28" WEST, 68.90 FEET; THENCE SOUTH 21°56'32" WEST, 99.70 FEET; THENCE SOUTH 28°25'47" WEST, 38.18 FEET; THENCE SOUTH 22°16'24" WEST, 53.13 FEET TO THE POINT OF BEGINNING.

AND

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:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT Z; THENCE SOUTH 00°08'00" WEST ALONG THE EAST LINE OF SAID OUTLOT Z, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°38'24" WEST, 153.66 FEET; THENCE NORTH 00°21'36" EAST, 15.00 FEET TO THE NORTH LINE OF SAID OUTLOT Z; THENCE SOUTH 89°38'24" EAST ALONG SAID NORTH LINE, 153.60 FEET TO THE POINT OF BEGINNING