

6

Doc ID: 007094970006 Type: EASE  
Recorded: 04/26/2017 at 02:16:23 PM  
Fee Amt: \$32.00 Page 1 of 6  
Dallas County Iowa  
Chad C. Airhart RECORDER  
File#  
BK 2017 PG 7506

**PUBLIC WATER MAIN EASEMENT**

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Brad Deets, City of Waukee  
230 W. Hickman Road  
Waukee, Iowa 50263  
515-978-7899

**Return Document To:** (name and complete address)

City of Waukee, Iowa  
Rebecca Schuett, City Clerk  
230 W. Hickman Road  
Waukee, Iowa 50263

**Grantor:** M.I.I.-Waukee, LLC

**Grantee:** City of Waukee, Iowa

#1478238

## **PUBLIC WATER MAIN EASEMENT(S)**

**KNOW TO ALL PERSONS BY THESE PRESENTS** that the undersigned, **M.I.I.-Waukee, LLC**, a Nebraska Limited Liability Company, (hereinafter referred to as the "Grantor"), 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 a water main (hereinafter referred to as "Water Main") and to permit and allow the City to enter at any time upon, over, under, through, and across into the Easement Area herein described 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 Water Main therein) and to forever maintain the Easement 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 prior written consent of the City.

2. Maintenance. After the initial construction of the Water Main, and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Water Main, 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 the Grantor, except the City's duty of restoration shall be limited to grading, replacing the road ways, sidewalks, landscaping, trees, sod, shrubs, bushes, and other landscape elements. The City shall not be responsible for any structures, or other underground water systems not of record 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.

3. Change in Grade Prohibited. Grantor and its successors and assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.

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 the 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 the Grantor agree 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 said parties consent to the jurisdiction of the person being in 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.

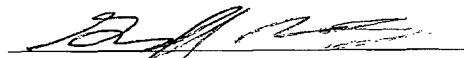
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims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

#1478238

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

Signed this 4 day of April, 2017.

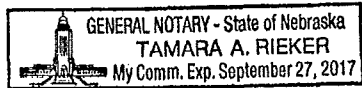
**M.I.I.-Waukee, LLC**  
Nebraska Limited Liability Company

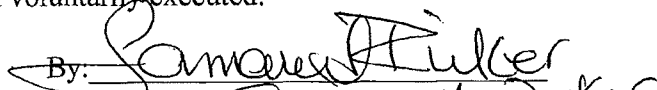


By: Geoff McGregor  
Title: Managing Member

STATE OF Nebraska                    )  
  ) SS  
COUNTY OF Douglas )

On this 4 day of April, 2017, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Geoffrey McGregor, to me personally known, who being by me duly sworn, did say that that person is the Managing Member of the corporation executing the foregoing instrument; that (the seal affixed to said instrument is the seal of the corporation or no seal has been procured by the corporation) and that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that M.I.I.-Waukee, LLC acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



By:   
Printed Name: Tamara A. Rieker  
Notary Public in and for the State of Nebraska

ACCEPTANCE BY CITY OF WAUKEE, IOWA

CITY OF WAUKEE, IOWA,  
an Iowa municipal corporation

By: *William F. Peard*  
William F. Peard,  
Mayor of the City of Waukee, Iowa

By: *Rebecca D. Schuett*  
Rebecca D. Schuett, City Clerk

STATE OF IOWA        )  
                                  ) SS  
COUNTY OF DALLAS )

On this 7 day of April, 2017, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, who being by me duly sworn, did say that they are the Mayor and 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: *Kathryn Purvis*  
Printed Name: Kathryn Purvis Notary  
Public in and for the State of Iowa

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE SOUTH 15.00 FEET OF THE NORTH 71.97 FEET OF THE EAST 50.00 FEET OF  
LOT 1, MCGREGOR PLAT 1, BEING AN OFFICIAL PLAT IN THE CITY OF WAUKEE,  
DALLAS COUNTY, IOWA.