

  
 Doc ID: 007094990007 Type: EASE  
 Recorded: 04/26/2017 at 02:19:08 PM  
 Fee Amt: \$37.00 Page 1 of 7  
 Dallas County Iowa  
 Chad C. Airhart RECORDER  
 File#  
 BK 2017 PG 7508

**PUBLIC STORM WATER DETENTION 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

## STORM WATER DETENTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That M.I.I.-Waukee, LLC (hereinafter called "Grantor), the developers of McGregor Plat 1, an Official Plat, now included 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"), perpetual easement for an overland flowage and detention and right-of-way area of a size and specifications as approved by the City over, under, through and across the following described real estate the real property legally described as:

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT "Z"; THENCE NORTH 00°13'38" EAST ALONG THE WEST LINE OF SAID OUTLOT "Z", 360.02 FEET; THENCE SOUTH 89°35'52" EAST, 563.44 FEET; THENCE NORTH 00°10'33" EAST, 283.90 FEET; THENCE SOUTH 89°49'27" EAST, 50.00 FEET TO THE EAST LINE OF SAID OUTLOT "Z"; THENCE SOUTH 00°10'33" WEST ALONG SAID EAST LINE, 641.66 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "Z"; THENCE NORTH 89°49'36" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Z", 613.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.38 ACRES (234,353 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating and maintaining a surface water flowage and detention area and which permits and allows the City to enter at any time upon and into said Easement as described herein, to patrol, police and maintain said Easement and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair and to forever maintain said easement whenever necessary, in the City's sole discretion. No structure or building of any kind whatsoever shall be erected upon the said Easement without the express written consent of the City.

3. Maintenance.

The Grantor(s), their successors and assigns covenant and agree to keep and maintain the grading and elevations of said Easement(s), and any other repairs or maintenance that may be necessary, including but not limited to, necessary work to the detention area and drainage way, in accordance with engineering plans approved by the City.

The Grantor(s) further agree to keep and maintain the Easement(s) 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 or impede the flow of water in the Easement(s) areas in a manner acceptable to the City.

The Grantor(s) further agree the City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area, including but not limited to maintaining the grade and elevation thereof. Said responsibility to keep and maintain the Easement in good repair, maintenance and condition shall rest solely with the Grantor(s), at the Grantor(s)' expense. If the City deems it necessary to protect and preserve the Easement(s), 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 Grantors at the Grantors' sole expense.

The nature and purpose of this easement require for the detention and 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's duty of restoration shall be limited to restoring grading, replacing sod, landscaping, trees, shrubs, bushes, and other landscape elements. The City shall not be responsible for restoring structures or underground water systems not of record.

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 repair, or reconstruct the surface water flowage area and remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless.

The Grantor(s), subsequent property owners their successors and assigns agrees 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(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

6. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Jurisdiction and Venue.

The City and the Grantor(s) 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(s), and said parties shall consent to the jurisdiction of the persons and the subject matter being in Dallas County, Iowa.

8. Words and Phrases.

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

9. Attorney's Fees.

The City may enforce this instrument 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.

10. Parties.

The term "City" as used herein shall refer to the City of Waukee, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to the Grantors, their heirs, assigns, successors-in-interest, or lessees, if any.

11. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

12. Paragraph Headings.


The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

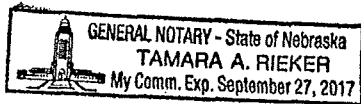
Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 11 day of April, 2017.

By   
Name: Geoffrey McGregor  
Title: Managing Member of M.I.I.-Waukee, LLC

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: Tamara Rieker  
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 OF EASEMENT**

THE WEST 115.00 FEET OF LOT 1, MCGREGOR PLAT 1, BEING AN OFFICIAL PLAT IN  
THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.