

RETURN: CHARLES TAYLOR-THE GRAHAM GROUP 910 GRAND  
AVENUE DSM, IOWA 50309

JUL 29 1991

91-3158

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FILED FOR RECORD  
POLK COUNTY, IOWA

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TIMOTHY J. BRIEN

D-I-M  
D-F-A-T

RELEASE OF SEWER  
EASEMENT AND COVENANTS

INST H 011440

RECORDING FEE 25.00

AUDITOR FEE

RELEASE OF SEWER EASEMENT AND COVENANTS dated 19 day of July  
1991 by and between The City of Des Moines (herein referred to as the "City");  
and Des Moines Parking Associates; Des Moines Orthopaedic  
Surgeons, P.C.; Iowa Methodist Medical Center; Methodist Medical Plaza II  
Limited Partnership; and Methodist Medical Plaza III Limited Partnership  
(hereinafter referred to collectively as "the Interested Parties").

WITNESSETH:

WHEREAS, the Interested Parties currently are served by a certain City  
sanitary sewer located on the campus of Iowa Methodist Hospital; and

WHEREAS, the Interested Parties would like the City to release all of  
its right and interest in such sewer; and

WHEREAS, the City is willing to release such rights on the terms and  
conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the covenants herein contained, the City does  
hereby release the sanitary sewer easement recorded in Book 5586 at Page 644  
of the records of Polk County and does hereby release its rights in the the  
sanitary sewer within that portion of Pleasant Street vacated by Ordinance No.  
10592 and the East 140 feet of Pleasant Street lying west of and adjoining to  
the west line of said portion vacated by Ordinance No. 10592, all now being in  
and forming a part of the City of Des Moines, Polk County, Iowa. Attached  
hereto as Exhibit A and incorporated herein by reference is a drawing  
describing the portions of the sewer to be released.

2. The Interested Parties represent and warrant that they are all  
served by the sewers in question, and that there are no other parties served  
by said sewers.

3. The Interested Parties accept the said sewers in their present  
condition.

4. Methodist Medical Plaza II Limited Partnership ("MMPH") and  
Methodist Medical Plaza III ("MMPH") jointly agree to maintain, repair, and  
replace said sewers as necessary to provide adequate service to all Interested  
Parties, such maintenance, repair and replacement to occur from and after the  
date of this agreement.

5. The City shall have no future obligation to maintain, repair or  
replace said sewers.

6. Upon receiving reasonable prior notice, Iowa Methodist Medical  
Center agrees to provide MMPH and MMPH with reasonable access to real  
estate and structures owned by the Hospital on its campus to the extent

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necessary to allow MMPII and MMPIII to make necessary repairs to such private sewer lines and take other action as may be reasonably necessary to provide such sewer service, provided MMPII and MMPIII promptly return such real estate or structure to the state in which it was found prior to the repairs or other necessary action.

7. MMPII and MMPIII agree to defend, indemnify and hold harmless the City (i) for damage to any of the respective properties or enterprises of the Interested Parties, or for bodily injury to their agents or employees, or for any such damage to third parties, occasioned by either the release of the sewer easements as herein provided, or by the failure of MMPII and MMPIII to maintain, repair or replace the sewers as necessary as aforesaid; and (ii) from and against all cost and expenses incurred by the City in providing or restoring sewer service to any third party presently served by said sewers.

8. Notwithstanding the City's relinquishment of its obligation to maintain, repair or replace said sewers, the City may, in the interest of public health, welfare and safety, act to require MMPII and MMPIII to maintain, repair or replace said sewers. If MMPII and MMPIII fail to adequately meet that obligation, the City may, in its discretion, discontinue sewer service or cause the necessary maintenance, repair or replacement to be made, and the cost thereof to be assessed against MMPII and MMPIII in such proportion as the City deems equitable. The location of said sewers may not be changed without the prior written consent of the City, MMPII and MMPIII.

9. This agreement shall be binding on the parties hereto and their respective successors and assigns, and shall be a covenant running with the lands relating to MMPII and MMPIII, as described in Exhibit B, attached hereto.

10. This agreement shall not be binding until it has received the final approval and acceptance by the Des Moines City Council by Resolution which approval and acceptance shall be noted on this agreement by the City Clerk.

IN WITNESS WHEREOF, the parties hereby execute this agreement as of the date first above-mentioned.

THE CITY OF  
DES MOINES

By: Jack P. Korman

Its: Mayer

By: James V. Bellet Baker

Its: City Clerk

DES MOINES ORTHOPAEDIC  
SURGEONS, P.C.

By: Brian K. Schen

Its: Adrianne Leader

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DES MOINES PARKING  
ASSOCIATES

IOWA METHODIST  
MEDICAL CENTER

By: Richard C. Rich  
Richard C. Rich  
Its: General Partner

By: HA Shogshuf  
Its: Executive Vice President

METHODIST MEDICAL PLAZA II  
LIMITED PARTNERSHIP

METHODIST MEDICAL PLAZA III  
LIMITED PARTNERSHIP

By: The Graham Group, Inc.,  
General Partner  
By: Bern M. Mign  
Its President

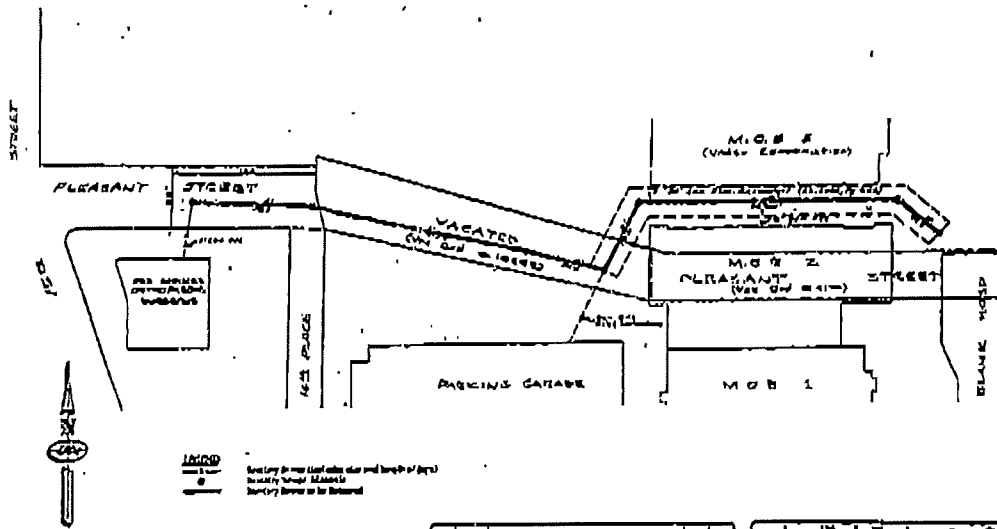
By: The Graham Group, Inc.,  
General Partner  
By: Bern M. Mign  
Its President

STATE OF IOWA, POLK COUNTY, ss:  
On this 29th day of JULY, 1991, before me, the  
undersigned, a Notary Public in and for the State of Iowa, personally appeared  
JOHN P. DORRIAN and DONNA V. BOETEL-BAKER, to me  
personally known, who, being by me duly sworn, did say that they are the  
MAYOR and CITY CLERK, respectively, of the City  
of Des Moines, Iowa; a municipal corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of the corporation, and that the  
instrument was signed and sealed on behalf of the corporation, by authority of  
its City Council, ~~as contained in Ordinance No. \_\_\_\_\_~~ passed by  
Resolution of the City Council under Roll Call No. 91-315A of the City  
Council on the 29th day of JULY, 1991; and  
JOHN P. DORRIAN and DONNA V. BOETEL-BAKER acknowledged the  
execution of the instrument to be their voluntary act and deed and the  
voluntary act and deed of the corporation, by it voluntarily executed:

D. Anne Pugh  
Notary Public in and for said State.

# EXHIBIT "A"

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Lot	Area	Owner	Notes
1	1.00	LandTech Engineering Services, Inc.	
2	1.00	LandTech Engineering Services, Inc.	
3	1.00	LandTech Engineering Services, Inc.	
4	1.00	LandTech Engineering Services, Inc.	
5	1.00	LandTech Engineering Services, Inc.	
6	1.00	LandTech Engineering Services, Inc.	
7	1.00	LandTech Engineering Services, Inc.	
8	1.00	LandTech Engineering Services, Inc.	
9	1.00	LandTech Engineering Services, Inc.	
10	1.00	LandTech Engineering Services, Inc.	

LandTech Engineering Services, Inc.		
Client: [Name]	Project: [Name]	Sheet: [Number]
Address: [Address]	City: [City]	State: [State]
Zip: [Zip]	Phone: [Phone]	Fax: [Fax]
Website: [Website]	Email: [Email]	Mobile: [Mobile]

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## EXHIBIT B

Part of Lot 7, Puresley Estate, Part of vacated Pleasant Street in the SE 1/4 of Section 5-78-24, Part of Lot 9, Geo. G. Wright's Subdivision, the North 49.7 feet of the South 55.7 feet of Lots 7, 8 and 9 in Holland's Subdivision, Part of Lots 21 and "J", Oakridge Plat II, the West 247.6 feet of vacated Pleasant Street in SW 1/4 of Section 4-78-24, the North 40.0 ft of the West 3.24 ft of Lot 5 and the North 40.0 feet of Lots 7, 8 9, 10, 11 and 12, Methodist Plat No. 2. All of the above is contained within the following described tract: Beginning at a point 40.0 feet south and 10.4 feet West of the Northeast corner of Lot 7, Puresley Estate; thence N.0 degrees 36'E., 140.2 feet; thence S.89 degrees 24'E., 258.0 feet; thence S.0 degrees 36'W., 140.2 feet; thence N.89 degrees 24' W., 258.0 feet to the point of beginning, all now included in and forming a part of the City of Des Moines, Iowa.

The East 10.4 feet of the North 220.3 feet of the South 276.0 feet (as measured on the East line thereof) of Lot 9, George G. Wright's Subdivision (part of Lot 7 Puresley Estate lying North of Pleasant Street) and the West 30 feet of Lot 8 and all of Lot 9 in the Subdivision of Lots 3 and 4 of Rose's Addition to Fort Des Moines (also known as Holland's Subdivision), (EXCEPT the North 54.0 feet and EXCEPT the South 55.7 feet of said Lots) all now included in and forming a part of the City of Des Moines, Iowa. Said tract contains 26,524 square feet, more or less.

The North 105.3 feet of the South 161.0 feet of Lot 7 and the North 105.3 feet of the South 161.0 feet of the East 30.0 feet of Lot 8 and the North 115.0 feet of the South 276.0 feet of the West 20.0 feet of the East 30.0 feet of said Lot 0, in the SUBDIVISION OF LOTS 3 and 4 OF ROSE'S ADDITION TO FORT DES MOINES (also known as Holland's Subdivision);

Also the North 60.0 feet of the South 155.0 feet of Lot "J" and the West 6.0 feet of the North 45.3 feet of the South 95.0 feet of said Lot "J", in OAKRIDGE PLAT NO. II; all now included in and forming a part of the City of Des Moines, in Polk County, Iowa

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