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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

PUBLIC UTILITY 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 the "Grantor"), owner and developer of WILLIAMS POINTE PLAT 13, 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 public utility easement (hereinafter referred to as "Easement") upon, over, under, through and across the real property legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

(hereinafter referred to as 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 shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.
3. Maintenance of Easement. The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his or her property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement.
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. Property To Be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in the Easement Area, the City shall restore the Easement Area in a good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or

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

alteration, including the sodding of the grassy areas disturbed by the work and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City is not responsible for replacing any other thing including, but not limited to, vegetation, trees, shrubs, watering devices or any other planted, buried or other thing of any kind whatsoever erected, placed, installed or planted upon the Easement Area.

6. 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.

7. 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.

8. 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.

9. 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: June 25, 2007.

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

By: _____
John D. Gamble, Secretary

STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

On this 25 day of June, 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: Elisabeth Ried
Printed Name: Elisabeth Ried
Notary Public

ACCEPTANCE BY CITY OF WAUKEE, IOWA

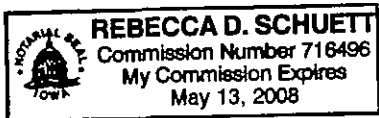
CITY OF WAUKEE, IOWA,
an Iowa municipal corporation

By: *William Peard*
William Peard, Mayor

By: *Jeff Kooistra*
Jeff Kooistra, Administrator/City Clerk

STATE OF IOWA)
)ss:
COUNTY OF DALLAS)

On this 21st 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

EXHIBIT "A"
PUBLIC UTILITY EASEMENT
WILLIAMS POINTE PLAT 13

THE EASTERLY, WESTERLY AND SOUTHERLY 10.00 FEET OF LOT 2, WILLIAMS POINTE PLAT 13, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.

AND

A PART OF LOT 1, WILLIAMS POINTE PLAT 13, AN OFFICIAL PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°10'36" EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°10'36" EAST CONTINUING ALONG SAID WESTERLY LINE, 10.00 FEET; THENCE NORTH 89°38'54" WEST, 489.75 FEET; THENCE NORTH 00°08'00" EAST, 364.16 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°52'00" EAST, 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°08'00" WEST ALONG THE EAST LINE OF SAID LOT 1, 364.10 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 10.38 FEET AND WHOSE CHORD BEARS SOUTH 12°01'54" WEST, 10.31 FEET; THENCE SOUTH 89°38'54" EAST, 497.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES (8,632 SQUARE FEET).