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Rec Amt \$22.00

MTG -  
PCRF -  
BKRF -

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

### LANDSCAPE 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 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 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 the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a landscape buffer area together with all necessary structures and appurtenances thereto, under, over, on, through, across and 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. Easement Enhancement. This Easement shall be enhanced by the use of landscape plantings such as trees and shrubs based upon the determination that such landscape plantings enhance the purpose or function of the Easement Area as open space and buffering.
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.

*Bill: \$22.00*

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

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.

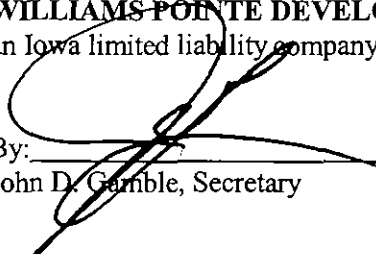
8. Attorney's Fees. The City may enforce this Easement by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

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.

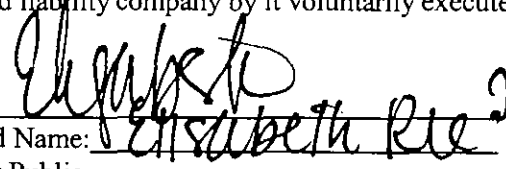
Dated June 25 2007.

**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 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:   
Printed Name: Elizabeth Rice  
Notary Public

ACCEPTANCE BY CITY OF WAUKEE, IOWA

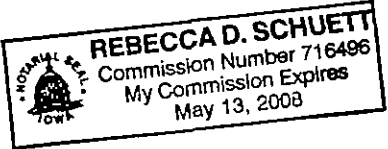
CITY OF WAUKEE, IOWA,  
an Iowa municipal corporation

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

**EXHIBIT "A"**  
**LANDSCAPE EASEMENT**  
**WILLIAMS POINTE PLAT 13**

THE WESTERLY 15.00 FEET OF LOT 1, WILLIAMS POINTE PLAT 13, AN OFFICIAL  
PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.