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FILED \_\_\_\_\_ COMPARED \_\_\_\_\_  
MAILED \_\_\_\_\_

SANITARY SEWER EASEMENT

40656  
Instr. No. \_\_\_\_\_  
POLK COUNTY, IOWA  
FILED FOR RECORD  
AT 10 OCT 17 1972 A.M. 650  
KENNETH W. FENTON, RECORDER  
*M. C. Ferguson*

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, receipt of which is hereby acknowledged, COUNTRY CLUB INVESTMENT CO., a limited partnership, does hereby grant to JERRY A. GADDIS, of Wichita, Kansas, an easement for the construction of a sanitary sewer, subject to the terms and conditions hereof, over and under property legally described as

Commencing at the NW corner of Lot 8, Golf and Country Club Plat No. 10, West Des Moines, Polk County, Iowa, thence S88-28'E 340.9 feet, thence S83-32'E 533.65 feet, thence S88-28'E 435.37 feet, to the Point of Beginning, thence continuing S88-28'E 84.63 feet, thence S77-20'E 70.0 feet, thence Southwesterly, in a straight line, to a point that is 50.0 feet South of the Point of Beginning, thence N0-19'W 50.0 feet to the Point of Beginning,

all as shown on the attached Plat prepared by Barry A. Bishop, Professional Engineer and Land Surveyor, dated September 1, 1972.

The grant of said easement is subject to the following terms and conditions:

- (1) The Grantor reserves for itself, successors, and assigns, the right to use and occupy the surface of the tract included in said easement for all lawful purposes except the construction of a building thereon.
- (2) The Grantee shall restore the surface, as nearly as may be, following the installation of its sanitary easement line. This provision shall not be construed to require resodding of any construction commenced and completed on or before January 1, 1974. Grantee shall use reasonable care in back filling the ditch for its sanitary sewer line to avoid leaving voids which will unreasonably settle in the future.
- (3) If after the initial construction of the sanitary sewer line, it is necessary to re-enter upon the easement property for the purpose of repairing or replacing the said line, the Grantee and its assigns will restore the surface to the condition in which they found it prior to such reconstruction and repair.
- (4) The Grantee may at any time assign this easement to the City of West Des Moines or some other public body.
- (5) This easement shall be null and void if the Grantee shall not acquire fee simple title to a part of Lot 8 Golf and Country Club, Plat 10, an Official Plat, now included in, and forming a part of the City of West Des Moines, Iowa, within six (6) months from the date hereof. If this easement shall become effective, it shall be perpetual but it shall be non-exclusive.

This instrument shall require the written acceptance hereon by the Grantee within fifteen (15) days from its date.

COUNTRY CLUB INVESTMENT CO.

By

Robert E. Dreher  
Robert E. Dreher, General Partner

Accepted by:

Jerry A. Gaddis by John E. Curfman  
Jerry A. Gaddis by John E. Curfman, Attorney in Fact

John E. Curfman  
Attorney in Fact

STATE OF IOWA )  
County of Polk ) ss

On this 16th day of October, 1972, before me a Notary Public, in the State of Iowa, personally appeared Robert E. Dreher, to me known to be the General Partner of Country Club Investment Co., and acknowledged that he executed the foregoing instrument as his voluntary act and deed and the voluntary act and deed of the said limited partnership.



Richard A. Miller  
Notary Public in the State of Iowa

Richard A. Miller

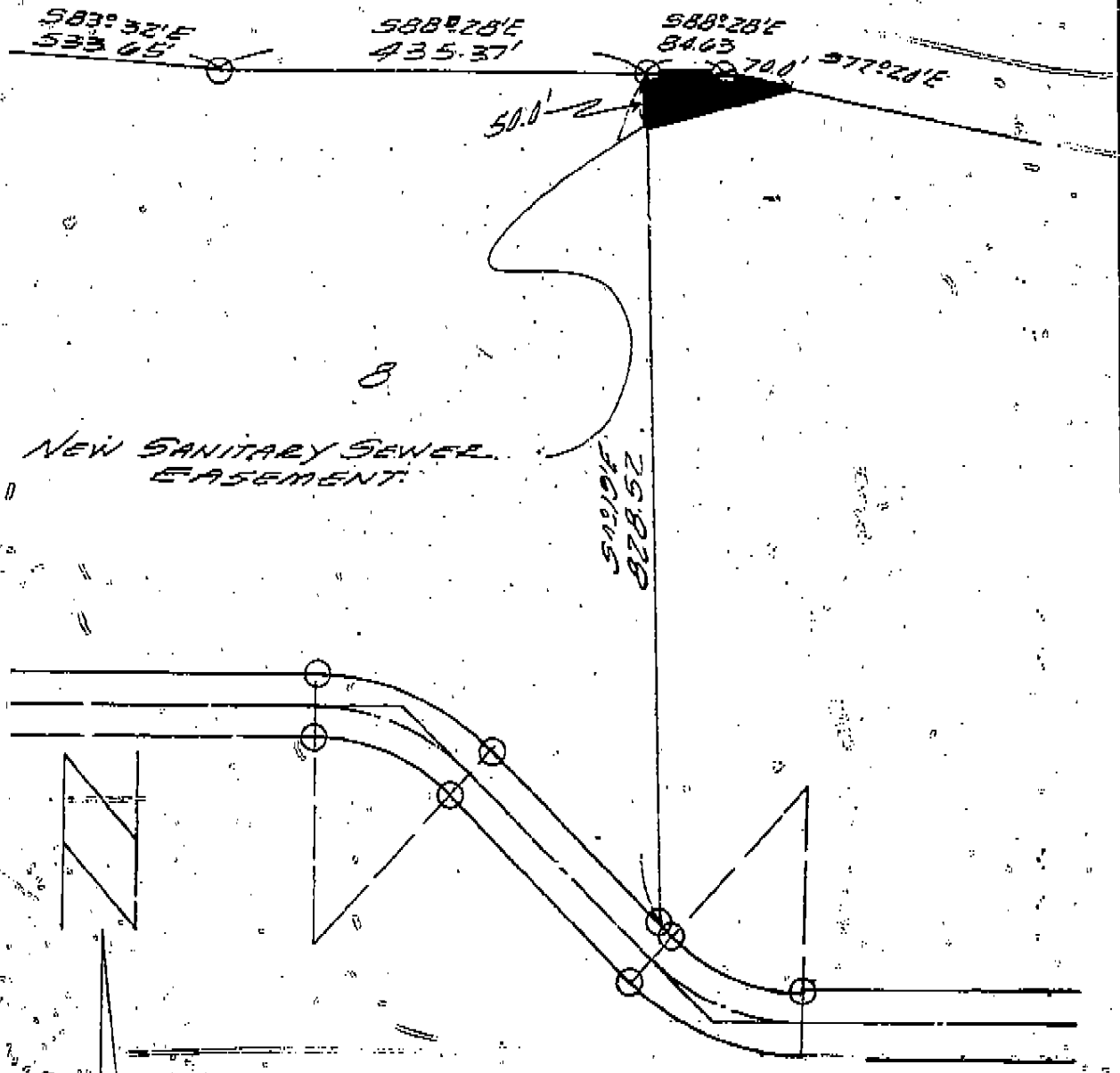
STATE OF Iowa )  
County of Polk ) ss

On this 17th day of October, 1972, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared John E. Curfman, to me known to be the person named in and who accepted the foregoing Sanitary Sewer Easement and acknowledged that he executed the said instrument as his voluntary act and deed.



Richard A. Miller  
Notary Public in the State of Iowa

Richard A. Miller



**LEGAL DESCRIPTION FOR A SANITARY SEWER EASEMENT**

"Commencing at the N.W. corner of Lot 8, Golf and Country Club P, at No. 101 West Des Moines, Polk County, Iowa, thence S88-28'E 340.9 feet, thence S83-32'E 533.65 feet, thence S88-28'E 435.37 feet, to the Point of Beginning, thence continuing S88-28'E 340.9 feet, thence S77-20'E 70.0 feet, thence Southwesterly, in a straight line, to a point that is 50.0 feet South of the Point of Beginning, thence S0-19'W 50.0 feet to the Point of Beginning."

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Office of the County Clerk  
Polk County, Iowa  
Des Moines, Iowa

Witness my hand and seal of office this 22nd day of March, 2019.  
County Clerk, Polk County, Iowa



FILED  
72-44