

31.00 chg  
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EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

INST # 082734  
RECORDING FEE 3100  
AUDITOR FEE \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That

The Charles I. Colby and Ruth Colby Investment Trust  
(hereinafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Urbandale, the receipt of which is hereby acknowledged by the Grantor, do hereby sell, grant, and convey unto the CITY OF URBANDALE, IOWA, a municipal corporation, (hereinafter called "City"), a perpetual Easement for Sanitary Sewer Right-of-Way under, over, through, and across the following described real estate:

SEE ATTACHED LEGAL DESCRIPTION

FILED FOR RECORD  
POLK COUNTY, IOWA  
94 APR 12 A 8:35 AM  
TIMOTHY J. BRIEN  
RECORDER

(hereinafter called "Easement Area") for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. MAINTENANCE OF EASEMENT. The owner or occupant of the Lot shall keep and preserve that portion of the easement within his 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 the sanitary sewer.
4. RIGHT OF ACCESS. 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 on the Easement Area.

BOOK 6996 PAGE 811

AFTER RECORDING RETURN TO:  
CITY OF URBANDALE  
P.O. Box 3540  
URBANDALE, IA 50322

- 5. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
- 6. PROPERTY TO BE RESTORED. Upon completion of any construction, reconstruction, repair, enlargement, or maintenance on any sanitary sewer or necessary appurtenance thereto, the City shall restore the easement area in good and workman-like manner by sodding or seeding.

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 said Grantor covenants to WARRANT AND DEFEND the said premises 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 interest 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 22nd day of January, 1993.

<i>[Signature]</i>	Trustee
<i>[Signature]</i>	Trustee
<i>[Signature]</i>	Trustee
<i>[Signature]</i>	Trustee

CORPORATE CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ respectively, of \_\_\_\_\_ that no seal has been procured by the said corporation (that said instrument was signed on behalf of said corporation by authority of its Board of Directors) and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledged the execution of said instrument to be voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission expires \_\_\_\_\_

BOOK 6996 PAGE 812  
AFTER RECORDING RETURN TO:  
CITY OF URBANDALE  
P.O. Box 5540  
URBANDALE, IA 50322

STATE OF IOWA }  
COUNTY OF POLK } SS

On this 22<sup>nd</sup> day of January, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles I. Colby, Jr., Clark A. Colby, and Carol L. Clarke, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they, as Trustees, executed the same as their voluntary act and deed and the voluntary act and deed of The Charles I. Colby and Ruth Colby Investment Trust.

Stephanie D. Kempf  
Notary Public



STATE OF Iowa }  
COUNTY OF Polk } SS:

On this 22<sup>nd</sup> day of January, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Edith Claiborne, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she, as a Trustees, executed the same as her voluntary act and deed and the voluntary act and deed of The Charles I. Colby and Ruth Colby Investment Trust.

Stephanie D. Kempf  
Notary Public



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AFTER RECORDING RETURN TO:  
COURT CLERK  
3540  
DES MOINES, IA 50322

Oct. 7, 1992

COLBY WOODS WEST PLAT NO. 4

30.00 FOOT WIDE SANITARY SEWER EASEMENT

A 30.00 foot wide Sanitary Sewer Easement being 15.00 on each side of the following described centerline:

Commencing at the Northeast corner of Lot 5 Cobblestone Plat No. 7, an Official Plat, Urbandale, Polk County Iowa; thence S29°-58'-24"E along the East line of said Lot 5 and Lot 4 in said Cobblestone Plat No. 7 a distance of 118.32 feet; thence N60°-01'-36"E a distance of 13.48 feet to the POINT OF BEGINNING; thence N18°-07'-08"W a distance of 792.00 feet; thence N39°-55'-28"W a distance of 789.00 feet to the end of said centerline.

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AFTER RECORDING RETURN TO:  
CITY OF URBANDALE  
P.O. Box 3540  
URBANDALE, IA 50322

Oct. 7, 1992

COLBY WOODS WEST PLAT NO. 4

SANITARY SEWER AND STORM SEWER EASEMENT

A portion of Lot 1, Colby Woods West Plat No. 4, an Official Plat, Urbandale, Polk County, Iowa being more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence Northwesterly along the South line of said Lot 1, and along a 430.00 foot radius curve concave southerly a distance of 30.00 feet; thence N14°-30'-00"E a distance of 184.58 feet; thence N23°-31'-22"W a distance of 172.09 feet; thence N54°-28'-30"W a distance of 187.26 feet to a point on a 301.64 foot radius curve concave Northeasterly, said curve being on the Northeasterly line of said Lot 1; Thence Southeasterly along said curve and along the Northeasterly line of said Lot 1 a distance of 41.09 feet; thence S67°-30'-00"E along the Northeasterly line of said Lot 1 a distance of 23.97 feet to a point of curvature of a curve to the right having a radius of 302.39 feet; thence southeasterly along said curve and said Easterly line of said Lot 1 a distance of 279.72 feet to a point of compound curvature of a 236.63 foot radius curve to the right; thence Southwesterly along said curve and said Easterly line of said Lot 1 a distance of 132.16 feet; thence S17°30'-00"W along the Easterly line of said Lot 1 a distance of 93.80 feet to the Southeast corner of said Lot 1, said point also being the Point of Beginning.

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AFTER RECORDING RETURN TO:  
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URBANDALE, IA 50322

Oct. 7, 1992

COLBY WOODS WEST PLAT NO. 4

40.00 FOOT WIDE SANITARY SEWER, STORM SEWER AND SURFACE  
WATER FLOWAGE EASEMENT

A 40.00 foot wide Sanitary Sewer and Storm Sewer Easement  
being 20.00 on each side of the following described  
centerline:

Commencing at the Northwest corner of Lot B, Colby Woods  
West Plat No. 4, an Official Plat, Urbandale, Polk County,  
Iowa; thence N90°00'-00"E along the North line of said Lot B  
a distance of 57.00 feet to a point of curvature of a curve  
to the right having a radius of 234.90 feet; thence  
Southeasterly along said curve, said curve being the  
Northerly line of said Lot B a distance of 184.49 feet;  
thence S45°-00'-00"E along the Northerly line of said Lot B  
a distance of 30.18 feet to a point of curvature of a curve  
to the left having a radius of 251.64 feet; thence  
Southeasterly along said curve and along the Notherly line  
of said Lot B a distance of 98.82 feet; thence S67°-30'-00"E  
along the Northeasterly line of Lot B a distance of 23.97  
feet to a point of curvature of a curve to the right having  
a radius of 352.39 feet; thence Southeasterly along said  
curve and along the Northeasterly line of said Lot B a  
distance of 189.12 feet, said curve having a chord of 186.86  
feet and a chord bearing of S52°-07'-32"E, to the POINT OF  
BEGINNING; thence N52°-45'-51"E a distance of 300.00 feet to  
the end of said centerline.

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