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C. Sharpe
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Fee Amt: \$36.00 Page 1 of 7
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2002-00017780
BK 9282 PG 509-515

RETURN TO:

When recorded return to:
AFTER RECORDING RETURN TO:
CITY OF URBANDALE
3315 70th St.
URBANDALE, IA 50322

Prepared by: Jerry C. Sharpe, 666 Walnut, 2000 Financial Center, Des Moines, IA 50309-3989, 515-243-7100

EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That CHARLES I. COLBY, JR., CLARK A. COLBY, R. EDITH CLAIBORNE AND CAROL L. CLARKE, AS TRUSTEES OF THE CHARLES I. COLBY AND RUTH COLBY INVESTMENT TRUST, AND NICHOLAS STREET PARTNERS(IOWA), LLC AND K. C. HOLDINGS, INC. (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 Exhibit A attached hereto

(hereinafter called "Easement Area") for the purposes 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:

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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.
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 workmanlike manner, including but not limited to restoration of lawns by sodding or seeding, and restoration of authorized driveways damaged by the City as nearly as possible to their original condition.

Grantor does HEREBY COVENANT with the City that Nicholas Street Partners(Iowa), LLC, as to the part of Lot 7 included in the Easement Area, K. C. Holdings, Inc., as to the part of Lot 1 included in the Easement Area, and the Trustees of the Charles I. Colby and Ruth Colby Investment Trust, as to the rest of the Easement Area 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.

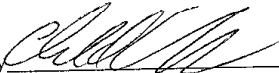
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

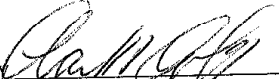
Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

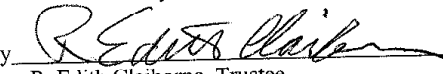
Signed this 20 day of June, 2002.

(Grantor)

CHARLES I. COLBY AND RUTH
COLBY INVESTMENT TRUST

By 
Charles I. Colby, Jr., Trustee

By 
Clark A. Colby, Trustee

By 
R. Edith Claiborne, Trustee

By 
Carol L. Clarke, Trustee

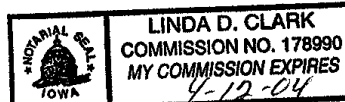
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STATE OF IOWA, COUNTY OF POLK, ss:

On this 20 day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles I. Colby, Jr., Clark A. Colby, R. Edith Claiborne and Carol L. Clarke, as Trustees of the Charles I. Colby and Ruth Colby Investment Trust, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that those persons, as the fiduciaries, executed the instrument as the voluntary act and deed of those persons and of the fiduciaries.

Linda D. Clark
Notary Public in and for the State of Iowa


My commission expires 4-12-04



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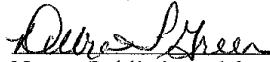
NICHOLAS STREET PARTNER(IOWA),
LLC

By: 
Name: BART VOTAVA
Title: President

STATE OF Nebraska)
) SS:
COUNTY OF Douglas)

This instrument was acknowledged before me on the 24 day of June, 2002
by Bart Votava as President of Nicholas Street
Partners(Iowa), LLC, on behalf of whom the instrument was executed.




Notary Public in and for said State

AFTER RECORDING RETURN TO:
CITY OF URBANDALE
3315 70th St.
URBANDALE, IA 50322

K. C. HOLDINGS, INC.

[Signature]
 By: _____
 Name: Gregory P. Jensen
 Title: President

STATE OF Iowa)
) SS:
 COUNTY OF Polk)

This instrument was acknowledged before me on the 1st day of August, 2002
 by Gregory P. Jensen as President of K. C. Holdings, Inc.,
 on behalf of whom the instrument was executed.

[Signature]

 Notary Public in and for said State

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EXHIBIT "A"

SANITARY SEWER EASEMENT:

A 40.00 FEET WIDE SANITARY SEWER EASEMENT OVER AND ACROSS A PORTION OF LOTS 2 AND 3 IN COLBY WOODS WEST PLAT No. 7, AN OFFICIAL PLAT, URBANDALE, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 20.00 FEET OF SAID LOT 2 AND THE NORTHWESTERLY 20.00 FEET OF SAID LOT 3.

A 30.00 FEET WIDE SANITARY SEWER EASEMENT OVER AND ACROSS A PORTION OF LOTS 3, 4 AND 5 IN COLBY WOODS WEST PLAT No. 7, AN OFFICIAL PLAT, URBANDALE, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 30.00 FEET OF THE NORTHESTERLY 66.00 FEET OF LOTS 3, 4 AND 5 IN COLBY WOODS WEST PLAT No. 7, AN OFFICIAL PLAT, URBANDALE, POLK COUNTY, IOWA.

A 30.00 FEET WIDE SANITARY SEWER EASEMENT OVER AND ACROSS A PORTION OF LOTS 6 AND 7 IN COLBY WOODS WEST PLAT No. 7, AN OFFICIAL PLAT, URBANDALE, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE S73°58'03"W ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 39.51 FEET TO THE POINT OF BEGINNING; THENCE S39°56'26"E ALONG A LINE PARALLEL WITH AND 36.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 31.27 FEET; THENCE S18°07'08"E, A DISTANCE OF 357.05 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 7, SAID POINT BEING 87.91 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE CONTINUING S18°07'08"E, A DISTANCE OF 211.02 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 7, SAID POINT BEING 199.60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE S06°24'08"W ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 72.28 FEET; THENCE N18°07'08"W, A DISTANCE OF 287.43 FEET TO THE SOUTHERLY LINE OF SAID LOT 6; THENCE CONTINUING N18°07'08"W, A DISTANCE OF 340.39 FEET; THENCE N39°56'26"W ALONG A LINE PARALLEL WITH AND 66.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 38.78 FEET TO THE NORTHERLY LINE OF SAID LOT 6; THENCE, N73°58'03"E ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 32.81 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A" (CONTINUED)

A 30.00 FEET WIDE SANITARY SEWER EASEMENT OVER AND ACROSS A PORTION OF LOTS 1 AND 2 IN COLBY WOODS WEST PLAT No. 7, AN OFFICIAL PLAT, URBANDALE, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 1 IN SAID COLBY WOODS WEST PLAT No. 7; THENCE S29°15'35"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 15.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S29°15'35"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 30.20 FEET; THENCE N53°47'55"W, A DISTANCE OF 20.00 FEET; THENCE N29°15'35"E, A DISTANCE OF 30.20 FEET; THENCE, S53°47'55"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

AND,

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2 IN SAID COLBY WOODS WEST PLAT No. 7; THENCE S29°15'35"W ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 15.47 FEET TO THE POINT OF BEGINNING; THENCE S53°47'55"E, A DISTANCE OF 254.74 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE S52°45'51"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 31.30 FEET; THENCE N53°47'55"W, A DISTANCE OF 242.16 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE N29°15'35"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 30.20 FEET TO THE POINT OF BEGINNING.

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