

**Recorded: 7/20/2020 at 10:34:35.0 AM**  
**County Recording Fee: \$32.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$35.00**  
**Revenue Tax:**  
**Polk County, Iowa**  
**Julie M. Haggerty RECORDER**  
**Number: 20200007164**  
**BK: 17956 PG: 734**

Prepared By: David L. Wetsch, Dickinson, Mackaman, Tyler, and Hagen, P.C., 1600 Hub Tower, Des Moines, IA 50309, 515-246-4555  
Return to: David L. Wetsch, Dickinson, Mackaman, Tyler, and Hagen, P.C., 1600 Hub Tower, Des Moines, IA 50309

### **PERMANENT EASEMENT**

For, and in consideration of **One and No/100 Dollars (\$1.00)**, receipt of which is hereby acknowledged, that **Yellowbanks, L.L.C.**, an Iowa limited liability company (hereinafter referred to as the "Grantor") owner of a parcel of property which contains the following described property situated in Polk County, Iowa, to wit:

**See Exhibit "A", attached hereto and incorporated herein by this reference;**

hereby grants and conveys to the City of Des Moines, Iowa, for the use and benefit of the Board of Water Works Trustees of the City of Des Moines, Iowa, (such entity hereinafter, referred to as the "Des Moines Water Works"), a Permanent Easement under, over, through, and across the property described in Exhibit "A" (hereinafter, referred to as the "Permanent Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating a water main, together with appurtenances thereto, both above and below ground, under, over, through and across said Permanent Easement Area.

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

- 1. Permanent Erection of Structures and Paving Prohibited.** Grantors shall not erect any structure over or within the Permanent Easement area without obtaining the prior written consent of the Des Moines Water Works, nor shall Grantors pave any part of the Permanent Easement Area except Grantors may pave a driveway crossing it at an approximate right angle.
- 2. Change of Grade and Conflicting Easements Prohibited.** Grantors shall not change the grade, elevation, or contour of any part of the Permanent Easement Area without prior written consent of the Des Moines Water Works. Grantors shall not grant or convey easements to other individuals or entities, both above and below ground, under, over, through and across the Permanent Easement Area without obtaining the prior written consent of the Des Moines Water Works.
- 3. Right of Access.** Des Moines Water Works shall have the right of access to the Permanent Easement Area and have all rights of ingress and egress reasonably necessary for the use and

enjoyment of the Permanent Easement Area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the Permanent Easement Area.

4. **Duty to Repair.** Des Moines Water Works agrees that any drain tile, drive or accessway, fence, yard, or other improvement which may be damaged as a result of any entry made through an exercise by Des Moines Water Works of its right of access shall be repaired at no expense to Grantors.
5. **Permanent Easement Runs With Land.** This Permanent Easement shall be deemed to run with the land, shall benefit the Des Moines Water Works, and shall be binding on Grantors and on Grantor's successors and assigns.
6. **Warranty of Title.** Grantors do hereby covenant with the Des Moines Water Works that Grantors hold the Permanent Easement Area by title in fee simple; that Grantors have good and lawful authority to convey the same; and that Grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.
7. **Hazardous Conditions.** Grantors represent and warrant that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, in the Permanent Easement Area.
8. **Right to Renegotiate.** Des Moines Water Works hereby gives notice of Grantors' five-year right to renegotiate construction and maintenance damages not apparent at the time of the signing of this Permanent Easement, as required by Section 6B.52 of the Code of Iowa.
9. **Intention of Use of Words and Phrases.** Words and phrases used herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.
10. **Declaration of Value Exemption.** This Permanent Easement has been acquired for public purposes. This transfer is exempt from the requirements for the filing of a Declaration of Value under Chapter 428A of the Code of Iowa.
11. **Representation.** No representations made by either the Grantors or the Des Moines Water Works in the negotiation of the purchase of this Permanent Easement are being relied upon unless incorporated herein in writing. This written Permanent Easement (together with any temporary easement that may have been granted contemporaneously with this Permanent Easement) constitutes the entire agreement between Grantors and the Des Moines Water Works, and there is no agreement to do or not to do any act or deed except as specifically provided herein and therein in case of a temporary easement.

Signed this 9<sup>th</sup> day of July, 2020.

**YELLOWBANK, L.L.C.**

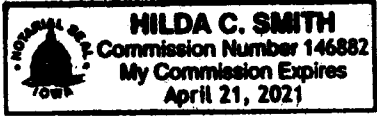
By: *Karie Ramsey*  
KARIE RAMSEY, Manager

**ACKNOWLEDGMENT**

State of Iowa     )  
                              )ss  
County of Polk    )

On this 9<sup>th</sup> day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Karie Ramsey**, to me to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as Manager of **Yellowbanks, L.L.C.**, as its and her voluntary act and deed.

*Hilda C. Smith*  
Notary Public in the State of Iowa



**EXHIBIT "A"**  
**EASEMENTS FOR WATER MAIN**

**WATERMAIN EASEMENT #1**

A Watermain Easement located in Lot "25", Prairie Creek Plat 2 Final Plat an Official Plat, now included in the forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at Northeast corner of Lot "25"; thence S03°00'02"W, along the East line of said Lot 25, a distance of 70.01 feet to the Point of Beginning; thence N86°59'55"W, distance of 424.67 feet; thence S65°55'51"W, a distance of 31.34 feet; thence S49°22'37"W, a distance of 32.26 feet; thence S22°37'39"W, a distance of 194.23 feet; thence S04°13'47"E, a distance of 52.44 feet; thence S53°43'40"E, a distance of 56.05 feet; thence S86°59'55"E, a distance of 426.29 feet; thence S60°59'14"E, a distance of 5.98 feet to the East line of said Lot 25; thence N29°00'46"E along the East line of said Lot 25, a distance of 40.00 feet; thence N60°59'14"W, a distance of 15.21 feet; thence N86°59'55"W, a distance of 423.58 feet; thence N53°43'40"W, a distance of 25.66 feet; thence N04°13'47"W, a distance of 24.45 feet; thence N22°37'39"E, a distance of 175.17 feet; thence N49°22'37"E, a distance of 20.93 feet; thence N65°55'51"E, a distance of 15.89 feet; thence S86°59'55"E, a distance of 415.04 feet to the East line of said Lot 25; thence N03°00'02"E along the East line of said Lot 25, a distance of 40.00 feet, to the Point of the Beginning, containing 1.075 acres more or less.

**WATERMAIN EASEMENT #2**

A Watermain Easement located in Lot "25" and Outlot "Y", Prairie Creek Plat 2 Final Plat an Official Plat, now included in the forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Beginning at Southeast Corner of said Lot 25; thence N24°45'31"W along the East line of said Lot 25, a distance of 34.00 feet; thence S65°14'29"W, a distance of 74.85 feet; thence N84°09'38"W, a distance of 595.49 feet; thence N67°23'10"W, a distance of 10.70 feet; thence N32°00'47"W, a distance of 34.29 feet; thence N03°21'36"E, a distance of 13.67 feet; thence N29°00'46"E, a distance of 224.85 feet; thence S60°59'14"E, a distance of 54.73 feet; thence S86°59'55"E, a distance of 459.90 feet; thence along a non-tangent curve right having a length of 40.03 feet, a radius of 330.00 feet, a chord bearing of N02°32'7"E, and a chord distance of 40.00 feet; thence N86°59'55"W, a distance of 450.34 feet; thence N60°59'14"W, a distance of 45.49 feet; thence N29°00'46"E along the East line of said Lot 25, a distance of 164.24 feet; thence N49°45'49"E, a distance of 23.76 feet; thence N83°21'04"E, a distance of 27.79 feet; thence S82°23'51"E, a distance of 18.51 feet; thence S86°59'54"E, a distance of 418.23 feet to the East line of said Lot 25; thence N29°00'46"E along the East line of said Lot 25, a distance of 39.62 feet; thence N60°59'14"W, a distance of 10.02 feet; thence N86°59'54"W, a distance of 424.89 feet; thence N82°23'51"W, a distance of 21.90 feet; thence S83°21'04"W, a distance of 44.86 feet; thence S49°45'49"W, a distance of 43.16 feet; thence S29°00'46"W, a distance of 445.51 feet; thence S03°21'36"W, a distance of 35.53 feet; thence S32°00'47"E, a distance of 59.80 feet; thence S67°23'10"E, a distance of 29.35 feet; thence S84°09'38"E, a distance of 612.33 feet; thence N65°14'29"E, a distance of 85.79 feet; thence N24°45'31"W, a distance of 7.00 feet, to the Point of the Beginning, containing 2.051 acres more or less.

**EXHIBIT "B"**  
**EASEMENTS FOR FIRE HYDRANTS**

**FIRE HYDRANT EASEMENT #3**

A Fire Hydrant Easement located in Outlot "Y", Prairie Creek 2 Final Plat an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at the West bend point of said Outlot "Y" also being the Southeast corner of Lot "C" of said Prairie Creek 2 Final Plat, thence N24°45'31"W along East line of Lot "C" also being the West line of said Outlot "Y", distance of 132.25 feet; thence along a tangent curve to the right having a length of 35.61 feet, a radius of 270.00 feet, a chord bearing of N20°58'51"W and a chord distance of 35.58 feet, to the Point of Beginning; thence N74°23'19"E, a distance of 15.00 feet; thence N15°36'41"W, a distance of 15.00 feet; thence S74°23'19"W, a distance of 15.00 feet; thence along a non-tangent curve to the left having a length of 15.00 feet, a radius of 270.00 feet, a chord bearing of S15°36'41"E, and a chord distance of 15.00 feet, to the Point of the Beginning, containing 226 Square Feet more or less.

**FIRE HYDRANT EASEMENT #4**

A Fire Hydrant Easement located in Outlot "Y", Prairie Creek 2 Final Plat an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at the West bend point of said Outlot "Y" also being the Southeast corner of Lot "C" of said Prairie Creek 2 Final Plat, thence N24°45'31"W along East line of Lot "C" also being the West line of said Outlot "Y", a distance of 132.25 feet; thence along a tangent curve right having a length of 253.39 feet, a radius of 270.00 feet, a chord bearing of N02°07'37"E, and a chord distance of 244.19 feet; thence N29°00'46"E along east the line of Lot "C" also being the West line of said Outlot "Y" a distance of 57.80 feet to the Point of Beginning, thence S60°59'14"E a distance of 15.00 feet, thence N29°0'46"E a distance of 15.00 feet, thence N60°59'14"W a distance of 15.00 feet, thence S29°00'46"W along the east line of Lot "C" a distance of 15.00 feet to the Point of Beginning, containing 225 Square Feet more or less.

**FIRE HYDRANT EASEMENT #5**

A Fire Hydrant Easement located in Lot "5", Prairie Creek Plat 2 Final Plat an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at Southwest corner of Lot "5" thence N29°00'46"E along West line of

Lot "5" also being the East line of Lot "C", a distance of 8.30 feet; thence along a tangent curve left having a length of 34.15 feet, a radius of 330.00 feet, a chord bearing of N26°02'55"E, and a chord distance of 34.13 feet to the Point of Beginning; thence S68°13'05"E, a distance of 15.00 feet; thence N21°46'55"E, a distance of 15.00 feet; thence N68°13'05"W, a distance of 15.00 feet; thence along a non-tangent curve right having a length of 15.00 feet, a radius of 330.00 feet, a chord bearing of S21°46'55"W, and a chord distance of 15.00 feet to the Point of Beginning, containing 224 Square Feet more or less.

**FIRE HYDRANT EASEMENT #6**

A Fire Hydrant Easement located in Lot "12" and "13", Prairie Creek Plat 2 Final Plat an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at Northeast Corner of Lot "13"; thence S03°08'19"E along the East Line of Lot "13" a distance of 60.30 feet to the Point of the Beginning; thence S86°51'41"W, a distance of 15.00 feet; thence S03°08'19"E, a distance of 15.00 feet; thence N86°51'41"E, a distance of 15.00 feet; thence N03°08'19"W, along the East line of said Lots "12" and "13", a distance of 15.00 feet to the Point of Beginning, containing 225 Square Feet more or less.

**FIRE HYDRANT EASEMENT #7**

A Fire Hydrant Easement in Lot "8" and "9", Prairie Creek Plat 2 Final Plat an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at Southeast Corner of Lot "9"; thence S86°50'46"W along the North line of Lot "B", also being the South Line of said Lot "9", a distance of 97.44 feet to the Point of Beginning; thence N03°09'14"W, a distance of 15.00 feet to the South line of said Lot 8; thence S86°50'46"W, a distance of 15.00 feet; thence S03°09'14"E, a distance of 15.00 feet; thence N86°50'46"E, along the South Line of said Lots "8" and "9", a distance of 15.00 feet to the Point of the Beginning, containing 225 Square Feet more or less.

**FIRE HYDRANT EASEMENT #8**

A Fire Hydrant Easement located in Outlot "Y", Prairie Creek 2 Final Plat an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa, more particularly described as follows:

Commencing at Southeast Corner of Lot "A", also being a point on the North line of said Outlot "Y"; thence S86°50'46"W along south line of Lot "A" also being the North line of said Outlot "Y" a distance of 38.18 feet to the Point of Beginning; thence S03°09'14"E, a distance of 15.00 feet; thence S86°50'46"W, a distance of 15.00 feet; thence N03°09'14"W, a distance of 15.00 feet; thence N86°50'46"E, a distance of 15.00 feet to the Point of Beginning, containing 225 Square Feet more or less.