

BK: 2020 PG: 128
Recorded: 1/13/2020 at 2:31:54.0 PM
Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.69
Combined Fee: \$40.69
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Permanent Easement

The undersigned, on behalf of **Raccoon River Land Co., LLC**, an Iowa limited liability company (hereinafter referred to as "Grantor"), 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 West Des Moines**, a municipal corporation organized under the laws of the State of Iowa, ("City") a permanent and perpetual Water Main Easement (hereinafter referred to as "Easement") upon, over, under, through and across the real property legally described:

As shown on the attached Water Main Easement Plats marked Exhibit "**011-01-P**"
and Exhibit "**2-P1**" (hereinafter "Easement Area").

Use and Purpose of Easement

This Easement shall be granted solely and exclusively for the purpose of constructing and permanently maintaining a permanent water main, allowing the City to enter at any time upon and into the Easement Area and to use as much of the surface and subsurface thereof to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the water main whenever necessary. The use of the Easement Area is subject to the following terms and conditions:

- (a) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City. If authorized by the City, the installation of driveways, sidewalks or other objects installed or placed in the Easement area shall be subject to removal and replacement at Grantor's expense if necessary for City to access the Easement Area for its intended purpose.
- (b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.

- (c) The City shall take reasonable steps to ensure that all work performed by the City in the Easement Area will be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and landscaping and restoration of the existing grade. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Easement Area.
- (d) Unless done at the direction or by the authority of the City, nothing in this Easement Agreement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies).
- (e) It is understood and agreed that the consideration for this Easement includes full compensation for damages to Grantor as agreed upon by the City and the Grantor.
- (f) Upon restoration of the Easement Area, Grantor will resume all maintenance responsibilities of the Easement Area.

2. Hold Harmless

Each party shall indemnify and hold the other party harmless from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

3. Benefits, Burdens and Assignment

All provisions of this Easement, including benefits and burdens, run with the land and are binding upon the City and the Grantor, including but not limited to future owners, developers, lessees, occupants or assignees. Grantor acknowledges and agrees that this Easement is assignable by the City without consent from the Grantor to a third-party public entity, and assignable by the City with written notice to and consent from the Grantor to a third-party private entity.

4. Jurisdiction and Venue

The City and the 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 said parties shall consent to the jurisdiction of **Madison** County, Iowa.

5. Lawful Authority

The Grantor covenants with the City that it holds the above-described legal property by good and marketable title, free and clear of liens, easements, and encumbrances, except any of record, and that the Grantor has a right and lawful authority to make and execute this Easement Agreement. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

6. Approval of City

These Easements shall not be binding until they have received the final approval and acceptance by the City of West Des Moines, Iowa, which approval and acceptance shall be noted on this Easement Agreement by the City Clerk.

7. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. The term "Grantor" as used herein shall refer to **Raccoon River Land Co., LLC**, its elected officials, agents, employees, officers, and contractors. The term "Grantee" shall refer to the City of West Des Moines, its elected officials, agents, employees, officers and contractors.

8. Parties

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.

9. Integration

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

10. Paragraph Headings

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

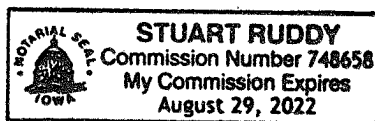
Dated this 3rd day of January, 2020.

RACCOON RIVER LAND CO., LLC

By Gerard D. Neugent
Gerard D. Neugent, Managing Member

STATE OF IOWA)
COUNTY OF Polk) SS

This record was acknowledged before me on January 3, 2020 by **Gerard D. Neugent, as Managing Member** of Raccoon River Land Co., LLC, an Iowa limited liability company on behalf of whom the record was executed.



Stuart Ruddy
Notary Public

CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Permanent Water Main Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. 20-002, passed on January 6, 2020, and that this certificate is made pursuant to the authority of said City Council.

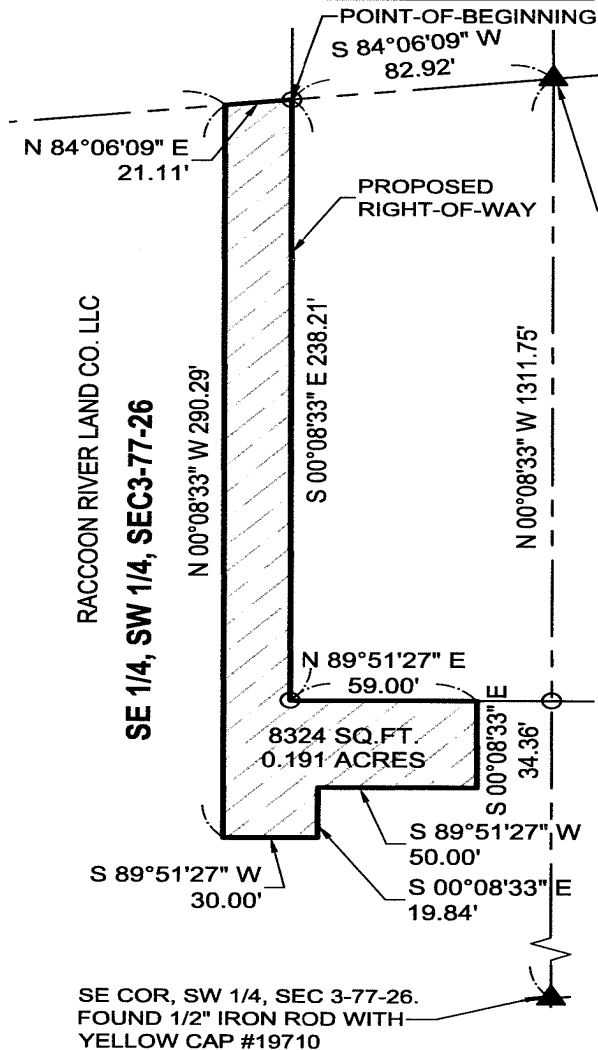
Signed this 9th day of January, 2020.

CITY OF WEST DES MOINES, IOWA

BY: Ryan T. Jacobson
Ryan T. Jacobson, City Clerk

INDEX LEGEND

LOCATION : SE 1/4, SW 1/4 SEC 3-77-26
 REQUESTOR : CITY OF WEST DES MOINES, IOWA
 PROPRIETOR : RACCOON RIVER LAND CO. LLC
 SURVEYOR : MURRAY B. BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
 RETURN TO : SHIVE-HATTERY



THIS SPACE RESERVED FOR RECORDER'S USE

NE COR, SE 1/4, SW 1/4, SEC 3-77-26. FOUND 1/2" IRON ROD WITH YELLOW CAP #19710 POINT OF COMMENCEMENT

ACQUISITION PLAT PARCEL 011-01-P PERMANENT EASEMENT FOR WATER MAIN

LEGAL DESCRIPTION PARCEL 011-01-P, PERMANENT EASEMENT FOR WATER MAIN, PART OF THE SE1/4, SW1/4, SECTION 3:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3;

THENCE SOUTH 84°06'09" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 82.92 FEET TO THE POINT-OF-BEGINNING.

THENCE SOUTH 00°08'33" EAST, FOR A DISTANCE OF 238.21 FEET;

THENCE NORTH 89°51'27" EAST, FOR A DISTANCE OF 59.00 FEET;

THENCE SOUTH 00°08'33" EAST, FOR A DISTANCE OF 34.36 FEET;

THENCE SOUTH 89°51'27" WEST, FOR A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°08'33" EAST, FOR A DISTANCE OF 19.84 FEET;

THENCE SOUTH 89°51'27" WEST, FOR A DISTANCE OF 30.00 FEET;

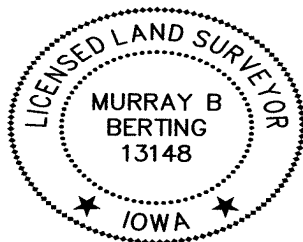
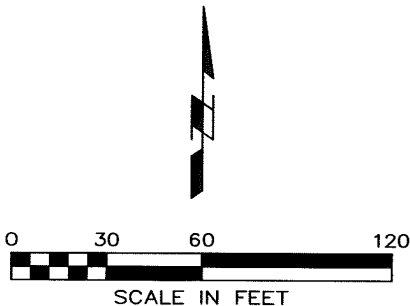
THENCE NORTH 00°08'33" WEST, FOR A DISTANCE OF 290.29 FEET;

THENCE NORTH 84°06'09" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 21.11 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 8,324 SQUARE FEET (0.191 ACRES) MORE OR LESS.

LEGEND:

MONUMENT FOUND AS NOTED
 MONUMENT SET 1/2" IRON ROD 13148
 SECTION LINE
 PERMANENT EASEMENT LINE
 ACQUISITION AREA



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Murray B. Berting* DATE: 3-16-18

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: 1 OF 1

1 OF 1

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.662.8992 | fax: 309.662.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 011-01-P

PROJECT NO. 0510-011-2017
 WEST DES MOINES, IOWA

PROJECT NO.
 4164500

DATE	JWW	SCALE
DRAWN	MBB	FIELD BOOK
APPROVED		REVISION

SHEET NO.
 1 OF 1

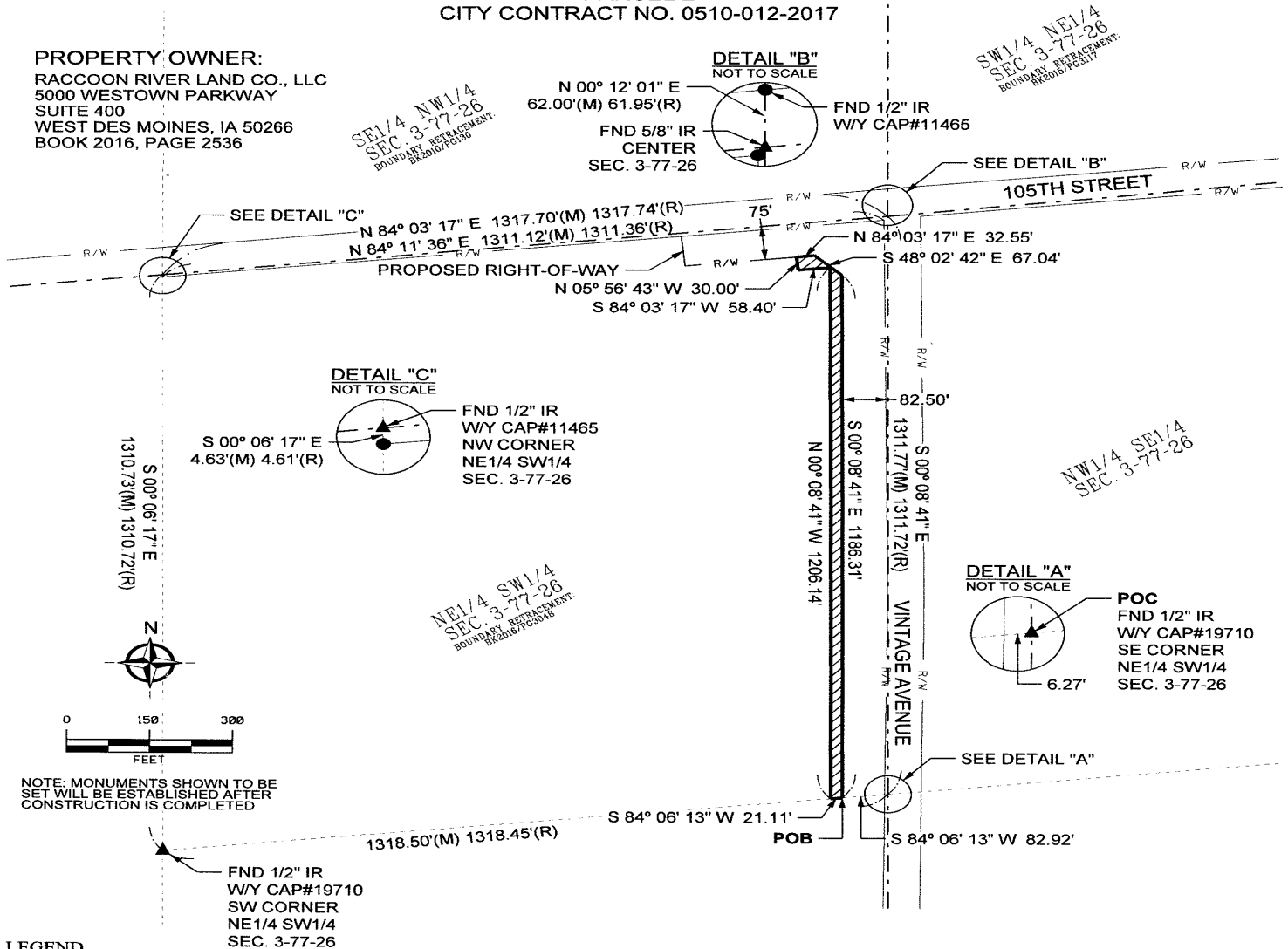
Index Legend	
Location:	NE1/4 of SW1/4
	Section 3, Township 77 N, Range 26 W
Requestor:	City of West Des Moines
Proprietor:	Raccoon River Land Co., LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA IA 50131 (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 2-P1

PERMANENT WATER MAIN EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 2
CITY CONTRACT NO. 0510-012-2017

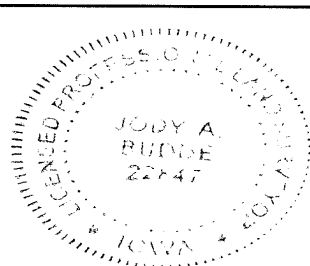
PROPERTY OWNER:
RACCOON RIVER LAND CO., LLC
5000 WESTOWN PARKWAY
SUITE 400
WEST DES MOINES, IA 50266
BOOK 2016, PAGE 2536



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/CAP#19710 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W --- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L --- PROPERTY LINE
- PERMANENT WATER MAIN EASEMENT

FIELD SURVEY COMPLETED: OCTOBER 2017



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.

License Number: 22847

My license renewal date is DECEMBER 31, 2018.

Pages or sheets covered by this seal:

3-22-2018

DATE

1+2 of 2

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018

PERMANENT EASEMENT

EXHIBIT 2-P1

PERMANENT WATER MAIN EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 2
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:

RACCOON RIVER LAND CO., LLC
5000 WESTOWN PARKWAY
SUITE 400
WEST DES MOINES, IA 50266
BOOK 2016, PAGE 2536

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 3, THENCE SOUTH 84° 06' 13" WEST, 82.92 FEET ALONG THE SOUTH LINE OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT ON THE PROPOSED WEST
RIGHT-OF-WAY LINE OF SW GRAND PRAIRIE PARKWAY, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 84°
06' 13" WEST, 21.11 FEET CONTINUING ALONG SAID SOUTH LINE; THENCE NORTH 00° 08' 41" WEST, 1206.14
FEET; THENCE SOUTH 84° 03' 17" WEST, 58.40 FEET; THENCE NORTH 05° 56' 43" WEST, 30.00 FEET TO THE
PROPOSED SOUTH RIGHT-OF-WAY LINE OF 105TH STREET; THENCE NORTH 84° 03' 17" EAST, 32.55 FEET ALONG
SAID PROPOSED SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 48° 02' 42" EAST, 67.04 FEET TO SAID PROPOSED
WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 08' 41" EAST, 1186.31 FEET ALONG SAID PROPOSED WEST
RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 26,516 SQUARE FEET OR 0.61 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA
SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: OCTOBER 2017

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393 Fax: 515-254-1642

SHEET

2 OF 2

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018