

BK: 2025 PG: 1466  
Recorded: 6/11/2025 at 11:32:27.0 AM  
Pages 9  
County Recording Fee: \$47.00  
Iowa E-Filing Fee: \$3.88  
Combined Fee: \$50.88  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**Prepared by:** Molly Tracy, Assistant City Attorney II, PO Box 65320, West Des Moines, IA 50265 (515) 440-4847  
**Return to:** City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265 (515) 222-3600

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**SPACE ABOVE THIS LINE FOR RECORDER**

## **PERMANENT STORM SEWER EASEMENT**

### **1. Grant of Permanent Easement**

The undersigned, **James J. Nahas as Trustee of the James J. Nahas Revocable Trust dated December 14, 2012, Amended and Restated March 21, 2014 and Amended March 18, 2021 and Debra A. Nahas, Trustee of the Debra A. Nahas Revocable Trust dated December 13, 2012, Amended and Restated March 21, 2014 and Amended March 18, 2021** ("Grantor(s)", owner of property upon which this Easement is located), 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, Iowa**, a municipal corporation ("City"), a permanent and perpetual Storm Sewer Easement ("Easement") upon, over, under, through, and across the real property as shown and legally described on the attached Permanent Storm Sewer Easement Plat as **Exhibit "28-P1"** ("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 storm sewer, 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 storm sewer 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 removed by the City to access the Easement Area for its intended purpose or to protect the sewer and appurtenant facilities.

- (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. Grant of Temporary Easement**

Further, 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, Grantor does hereby grant and convey to the City a Temporary Construction Easement ("Temporary Easement") upon, over, under, through and across the real property as shown and legally described on the attached **Exhibit "28-T1"** ("Temporary Easement Area").

### **Use and Purpose of Temporary Easement(s)**

This Temporary Easement shall be for the purpose of permitting the City, its agents, contractors, employees and assigns a right of entry in, upon and onto the Temporary Easement Area for the purpose of transporting and storing materials and equipment, grading, shaping, and access during initial construction of the storm sewer project. This Temporary Easement shall terminate the earlier of (a) formal acceptance of the Project by the City Council of the City of West Des Moines; or (b) **eighteen (18) months** from the initiation of construction on the Temporary Easement Area. The use of the Temporary Easement Area is subject to the following terms and conditions:

- (a) The City shall take reasonable steps to ensure that all work performed by the City in the Temporary Easement Area be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Temporary 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 Temporary Easement Area.
- (b) Unless done at the direction or by the authority of the City, nothing in this grant of Temporary Easement shall obligate the City to perform any work or engage in any repair or restoration of the Temporary Easement Area resulting from actions taken by other individuals or entities other than the City, its employees or contractors.
- (c) Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City during the term of this Temporary Easement.

The City shall have the right to remove any unauthorized fences, structures, obstructions, plantings or material placed or erected under, over, on, through, across, or within the Easement Area at Grantor's sole expense. Grantor will not be reimbursed for any items removed by the City.

- (d) It is understood and agreed that the consideration for this Temporary Easement includes full compensation for damages to Grantor as agreed upon by the City and the Grantor.
- (e) Upon restoration of the Temporary Easement Area and termination of the Temporary Easement, City will have no further obligation for the Temporary Easement Area whatsoever.

### **3. Hold Harmless**

Each party shall defend, 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.

**4. 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.

**5. 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.

**6. 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. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

**7. 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 by the City Clerk.

**8. Attorney Fees**

Either party may enforce this Easement by appropriate action, and the prevailing party shall recover as part of its costs the reasonable attorney fees incurred in such action.

**9. 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.

**10. 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, its assigns, successors in interest, or lessees, if any.

**11. Integration**

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

**12. Paragraph Headings**

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

Dated this 10<sup>th</sup> day of June, 2025.

**JAMES J. NAHAS REVOCABLE TRUST dated  
December 14, 2012, Amended and Restated  
March 21, 2014 and Amended March 18, 2021**

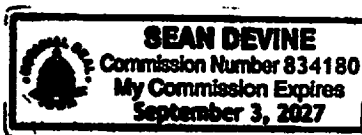
By James J. Nahas  
James J. Nahas, Trustee

**DEBRA A. NAHAS REVOCABLE TRUST dated  
December 13, 2012, Amended and Restated  
March 21, 2014 and Amended March 18, 2021**

By Debra A. Nahas  
Debra A. Nahas, Trustee

STATE OF IOWA                    )  
  ) SS  
COUNTY OF Polk                    )

This record was acknowledged before me on the 10 day of June, 2025, by James J. Nahas as Trustee of the James J. Nahas Revocable Trust dated December 14, 2012, Amended and Restated March 21, 2014 and Amended March 18, 2021 and Debra A. Nahas as Trustee of the Debra A. Nahas Revocable Trust dated December 13, 2012, Amended and Restated March 21, 2014 and Amended March 18, 2021.



Sean Devine  
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 Storm Sewer Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. 25-178, passed on May 19, 2025, and that this certificate is made pursuant to the authority of said City Council.

Signed this 11<sup>th</sup> day of June, 2025.

CITY OF WEST DES MOINES, IOWA

BY:

R. T. Jacobson  
Ryan T. Jacobson, City Clerk

City:	West Des Moines
County:	Madison County
Parcel ID:	031010288003000
Description:	SE SE Section 02, T77N, R26W
Proprietor:	James J. & Nahas Revocable Trust & Debra A. Nahas Revocable Trust
Surveyor:	Jody Budde
Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131   (515) 254-1393

# PERMANENT EASEMENT

EXHIBIT 28-P1

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES  
WOODLAND AVENUE - VETERANS PARKWAY TO SW KERRY STREET  
CITY PROJECT NO. 0510-021-2024

## PROPERTY OWNER:

JAMES J. NAHAS REVOCABLE TRUST  
DEBRA A. NAHAS REVOCABLE TRUST  
1089 WOODLAND AVE  
CUMMING, IA 50061  
BOOK 2023, PAGE 2557

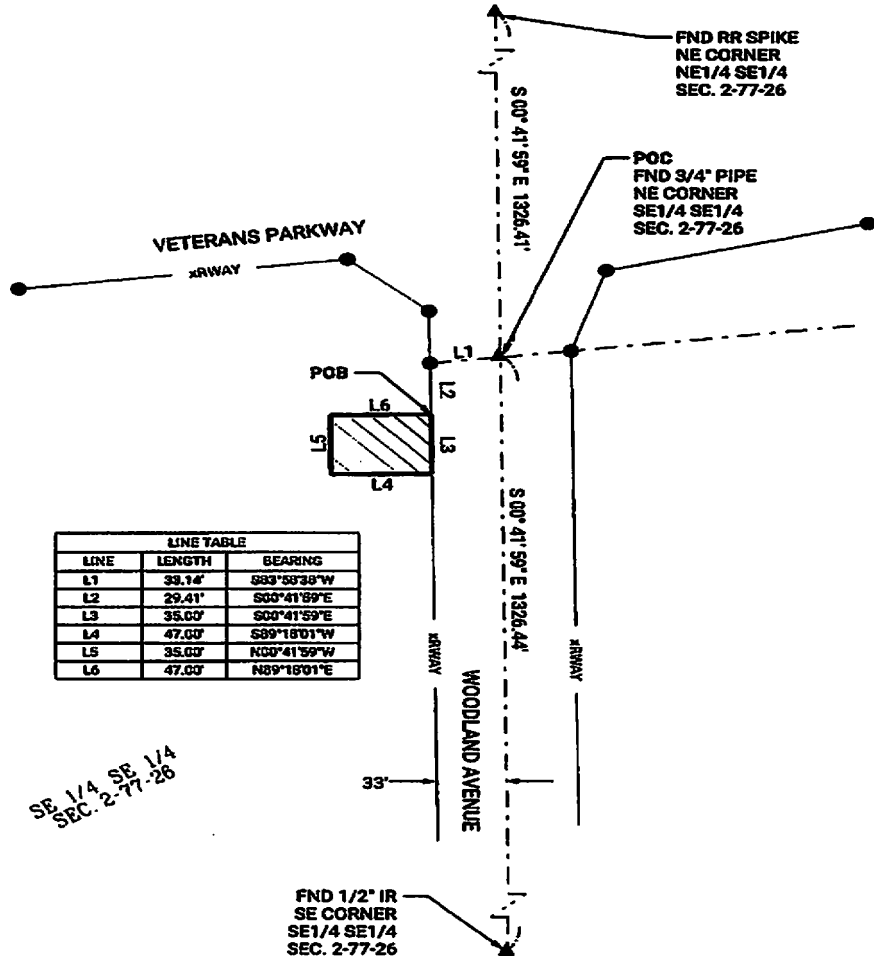
## LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPLE MERIDIAN, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 83° 58' 38" WEST, 33.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 TO THE WEST RIGHT-OF-WAY LINE OF WOODLAND AVENUE; THENCE SOUTH 00° 41' 59" EAST, 29.41 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 00° 41' 59" EAST, 35.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89° 18' 01" WEST, 47.00 FEET; THENCE NORTH 00° 41' 59" WEST, 35.00 FEET; THENCE NORTH 89° 18' 01" EAST, 47.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.645 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

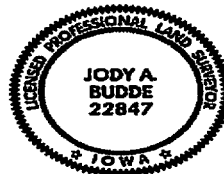
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



LINE	LENGTH	BEARING
L1	33.14'	S83°58'38\"W
L2	29.41'	S00°41'59\"E
L3	35.00'	S00°41'59\"E
L4	47.00'	S89°18'01\"W
L5	35.00'	N00°41'59\"W
L6	47.00'	N89°18'01\"E

## LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8\" IR W/ ORANGE CAP #25232 (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
- - - - - RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- - - - - PROPERTY LINE
- ▨ PERMANENT STORM SEWER EASEMENT



FIELD SURVEY COMPLETED: JULY 2024

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, 2024  
Pages or sheets covered by this set: 1 of 1

DATE

SURVEY FOR:  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PKWY  
WEST DES MOINES, IA 50265  
PHONE: (515) 222-3475

**Foth**  
Foth Infrastructure & Environment, LLC  
8191 Birchwood Court, Suite L • Johnston, IA 50131-3931  
Phone: 515-254-1393

SHEET  
1 OF 1

FOTH PROJECT NO. 24W005.00 DATE: 11/25/2024

Index/Legend	
City:	West Des Moines
County:	Madison County
Parcel ID:	031010288003000
Description:	SE SE SECTION 02, T77N, R26W
Proprietor:	James J. Nahas Revocable Trust and Debra A. Nahas Revocable Trust
Surveyor:	Jody Budde
Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131   (515) 254-1393

# TEMPORARY EASEMENT

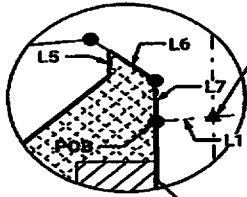
EXHIBIT 28-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES  
WOODLAND AVENUE - VETERANS PARKWAY TO SW KERRY STREET  
CITY PROJECT NO. 0510-021-2024

## PROPERTY OWNER:

JAMES J. NAHAS REVOCABLE TRUST  
DEBRA A. NAHAS REVOCABLE TRUST  
1089 WOODLAND AVENUE  
CUMMING, IA 50061  
BOOK 2023, PAGE 2557

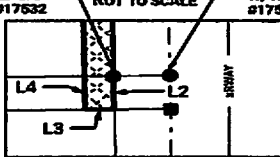
DETAIL "A"  
NOT TO SCALE



POC  
FND 3/4" PIPE  
NE CORNER  
SE1/4 SE1/4  
SEC. 2-77-26

PERMANENT  
STORM SEWER  
EASEMENT 28-P1

DETAIL "B"  
NOT TO SCALE



FND 1/2" IR  
W/ RED CAP  
#17532

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.14	S83°58'38"W
L2	25.00	S00°41'59"E
L3	17.00	S89°11'55"W
L4	25.00	N00°41'59"W
L5	18.67	N00°41'59"W
L6	24.82	S51°04'00"E
L7	30.48	S01°03'04"E

PLAT OF SURVEY  
SEC. 02-77-28  
BOOK 2014/PAGE 2278

FND RR SPIKE  
NE CORNER  
NE1/4 SE1/4  
SEC. 2-77-26

SEE DETAIL "A"

VETERANS PARKWAY

N 45° 00' 00" E  
90.82'

N 00° 41' 59" W 35.00'

N45° 00' 00" W 93.07'

PERMANENT  
STORM SEWER  
EASEMENT 28-P1

S 89° 18' 01" W 10.00'

PARCEL "C"  
PLAT OF SURVEY  
BOOK 2016 PAGE 724

SEE DETAIL "B"

N 89° 11' 55" E 539.75' (M)  
N 90° 00' 00" E 540.50' (R)



0 200  
FEET

FIELD SURVEY COMPLETED: JULY 2024

## LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP (UNLESS NOTED)
- FOUND 5/8" REROD W/ORANGE CAP #25232 (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
- - - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE

- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PERMANENT STORM SEWER EASEMENT

SURVEY FOR:  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PKWY  
WEST DES MOINES, IA 50265  
PHONE: (515) 222-3475

FOTH PROJECT NO. 24W006.00 DATE: 12/2/2024

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

SHEET  
1 OF 2



# TEMPORARY EASEMENT

EXHIBIT 28-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES  
WOODLAND AVENUE - VETERANS PARKWAY TO SW KERRY STREET  
CITY PROJECT NO. 0510-021-2024

## PROPERTY OWNER:

JAMES J. NAHAS REVOCABLE TRUST  
DEBRA A. NAHAS REVOCABLE TRUST  
1089 WOODLAND AVENUE  
CUMMING, IA 50061  
BOOK 2023, PAGE 2557

## LEGAL DESCRIPTION:

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COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE SOUTH 83° 58' 38" WEST, 33.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 TO THE WEST RIGHT-OF-WAY LINE OF WOODLAND AVENUE ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 41' 59" EAST, 943.61 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF PARCEL C AS RECORDED IN A PLAT OF SURVEY IN BOOK 2016 PAGE 724 IN THE MADISON COUNTY RECORDER'S OFFICE; THENCE SOUTH 89° 11' 55" WEST 17.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 41' 59" WEST, 346.72 FEET; THENCE SOUTH 89° 18' 01" WEST 10.00 FEET; THENCE NORTH 00° 41' 59" WEST, 465.89 FEET; THENCE NORTH 45° 00' 00" WEST, 93.07 FEET; THENCE NORTH 00° 41' 59" WEST, 35.00 FEET; THENCE NORTH 45° 00' 00" EAST, 90.82 FEET; THENCE NORTH 00° 41' 59" WEST, 18.67 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VETERANS PARKWAY; THENCE SOUTH 51° 04' 00" EAST, 34.92 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE OF WOODLAND AVE; THENCE SOUTH 01° 03' 06" EAST, 30.48 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. EXCEPT, PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES FOR THIS PROJECT.

SAID TRACT CONTAINS 27,985 SQUARE FEET OR 0.64 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

AREA BREAKDOWN		
DESCRIPTION	AREA (SQ FT)	AREA (ACRES)
TEMPORARY EASEMENT	25,630	0.58
PERMANENT EASEMENT	1,645	0.04
TEMP W/OUT PERM	27,985	0.64

FIELD SURVEY COMPLETED: JULY 2024

## SURVEY FOR:

CITY OF WEST DES MOINES  
4200 MILLS CIVIC PKWY  
WEST DES MOINES, IA 50265  
PHONE: (515) 222-3475

FOTH PROJECT NO. 24W006.00 DATE: 12/2/2024



SHEET  
2 OF 2