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Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and return to after recordation:
W. Mabuce, West Des Moines Water Works, 1505 Railroad Avenue, West Des Moines, IA 50265, (515) 222-3510

**PERMANENT PUBLIC EASEMENT
AND RIGHT OF-WAY FOR WATER MAIN**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MERLYN AND JANICE HARTZ, of the County of Dallas, and State of Iowa, hereinafter referred to as the Grantor, in consideration of the sum of one and no/100 Dollar (\$1.00), in hand paid by the CITY OF WEST DES MOINES, an Iowa Municipal Corporation, acting through its Board of Water Works Trustees, hereinafter referred to as City, receipt of which is hereby acknowledged, does sell, grant and convey to the City a permanent water main easement and right-of-way (hereinafter called "Easement") upon, over, under, through, and across the following described real property, and also including the right of ingress and egress over adjoining lands of Grantor, to wit:

See Attached Exhibit "A"

for constructing, replacing, relocating, rebuilding, reconstructing, repairing, maintaining and operating a water main or water mains and appurtenances thereto (hereinafter called the "Facility") and to permit and allow the City, and others working on its behalf, to enter at any time upon and into the easement area described herein, and to use as much of the surface and subsurface thereto as is reasonably needed to construct, replace, reconstruct, inspect, repair, maintain and operate whenever necessary, the Facility within the easement area granted herein, but for no other purpose or use whatsoever.

THAT the work of constructing, replacing, relocating, rebuilding, reconstructing, repairing, maintaining and operating said Facility will be done with care and that the surfaces of the ground of the easement and adjoining lands used for ingress and egress shall be restored to substantially their original condition as possible after such work has been completed.

THAT no permanent improvement shall be constructed or placed upon the above-described permanent easement by the Grantor without the written consent of the City and that if any such permanent improvement is constructed or placed thereon, in violation of this easement, the City shall in no way be responsible for any damages thereto resulting from the construction, replacement, reconstruction, inspection, repair, maintenance or operation of the Facility.

THAT the within easement grant shall run with the land and be binding upon the heirs, assignees and transferees of the Grantor herein and shall be permanent unto the City.

GRANTOR covenants with the City that it holds the above-described real property by good and merchantable title, free and clear of all liens and encumbrances and that the Grantor has a good right and lawful authority to make and execute this Easement herein. Grantor warrants and defends this Easement against the lawful claims of all persons.

CITY covenants with the Grantor that so long as the adjoining lands of Grantor do not change in use and are not subdivided for future development, the City shall not require Grantor to use the Facility or any other water service owned or operated by West Des Moines Water Works, nor shall the Grantor be required to abandon the use of Warren Water District for any property owned by Grantor adjoining the Easement.

WORDS and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 11 day of Sept., 2025.

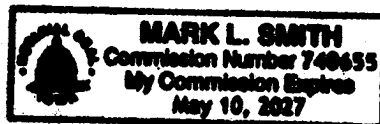
GRANTOR
MERLYN AND JANICE HARTZ

By: Merlyn Hartz
Merlyn Hartz

By: Janice Hartz
Janice Hartz

STATE OF IOWA)
)SS
COUNTY OF DALLAS)

This document was acknowledged before me on Sept. 11, 2025, by Merlyn and Janice Hartz.



Mark L. Smith
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

I, Christina Murphy, PE, General Manager of West Des Moines Water Works, do hereby certify that the within and foregoing Easement was duly approved and accepted by me on behalf of West Des Moines Water Works on the 11th day of September, 2025.

Christina Murphy
Christina Murphy, PE.
General Manager, West Des Moines Water Works, West Des Moines, Iowa

EXHIBIT A

EXHIBIT 'A' - EASEMENT PLAT

WATER MAIN EASEMENT DESCRIPTION

A PART OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SECTION 4 AND A PART OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, ALL BEING IN TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH $84^{\circ}08'12''$ EAST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER, 13.23 FEET; THENCE SOUTH $15^{\circ}17'47''$ WEST, 23.87 FEET; THENCE NORTH $74^{\circ}42'13''$ WEST, 20.00 FEET; THENCE NORTH $15^{\circ}17'47''$ EAST, 16.13 FEET TO THE NORTH LINE OF SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH $84^{\circ}07'33''$ EAST ALONG SAID NORTH LINE, 8.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (400 SQUARE FEET).

