

BK: 2025 PG: 3083
Recorded: 11/14/2025 at 11:02:02.0 AM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.60
Combined Fee: \$35.60
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

SPACE ABOVE THIS LINE FOR RECORDER

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **Linda Sue Reese and Fred Reese, a married couple**, ("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 an undivided one-third interest to the City of West Des Moines, Iowa, a municipal corporation ("City"), a Temporary Construction Easement ("Easement") upon, over, under, through, and across the real property as shown and legally described on the attached Temporary Construction Easement Plat as **Exhibit "09-T1"** ("Easement Area").

1. Use and Purpose of the Easement

This 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 Easement Area for the purpose of transporting and storing materials and equipment, grading, shaping, and access during construction of **Woodland Avenue Project, Veterans Parkway to SW Kerry Street, No. 0510-021-2024 ("Project")**. This Easement terminates 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 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 will 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 by or at the direction 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 unauthorized items removed by the City.

- (d) 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.
- (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.

2. Hold Harmless

Each party shall defend, indemnify and hold harmless the other party from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages 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. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

6. Approval of City

This Easement shall not be binding until it has 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

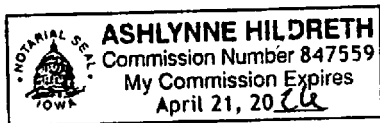
Dated this 22 day of September, 2025.

By Linda Sue Reese
Linda Sue Reese

By Fred W. Reese
Fred Reese

STATE OF IOWA)
) SS
COUNTY OF Woodbury)

This record was acknowledged before me on the 22 day of September, 2025,
by **Linda Sue Reese and Fred Reese.**



Ashlynn Hildreth
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 Temporary Construction Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. 25 - 313, passed on September 15, 2025, and that this certificate is made pursuant to the authority of said City Council.

Signed this 13th day of November, 2025.

CITY OF WEST DES MOINES, IOWA

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

Index Legend	
City:	West Des Moines
County:	Madison County
Parcel ID:	031011122001000
Description:	NE NE, Section 11 - T 77 N - R 26 W
Proprietor:	Donald G. Roach, Linda Sue Reese and David Lloyd Roach
Surveyor:	Jody Budde
Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

TEMPORARY EASEMENT

EXHIBIT 09-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:

DONALD G. ROACH
LINDA SUE REESE
DAVID LLOYD ROACH
3278 110TH LANE
CUMMING, IA 50061
BOOK 2018, PAGE 1507

SUBJECT PROPERTY
1109 WOODLAND AVENUE
CUMMING, IA 50061

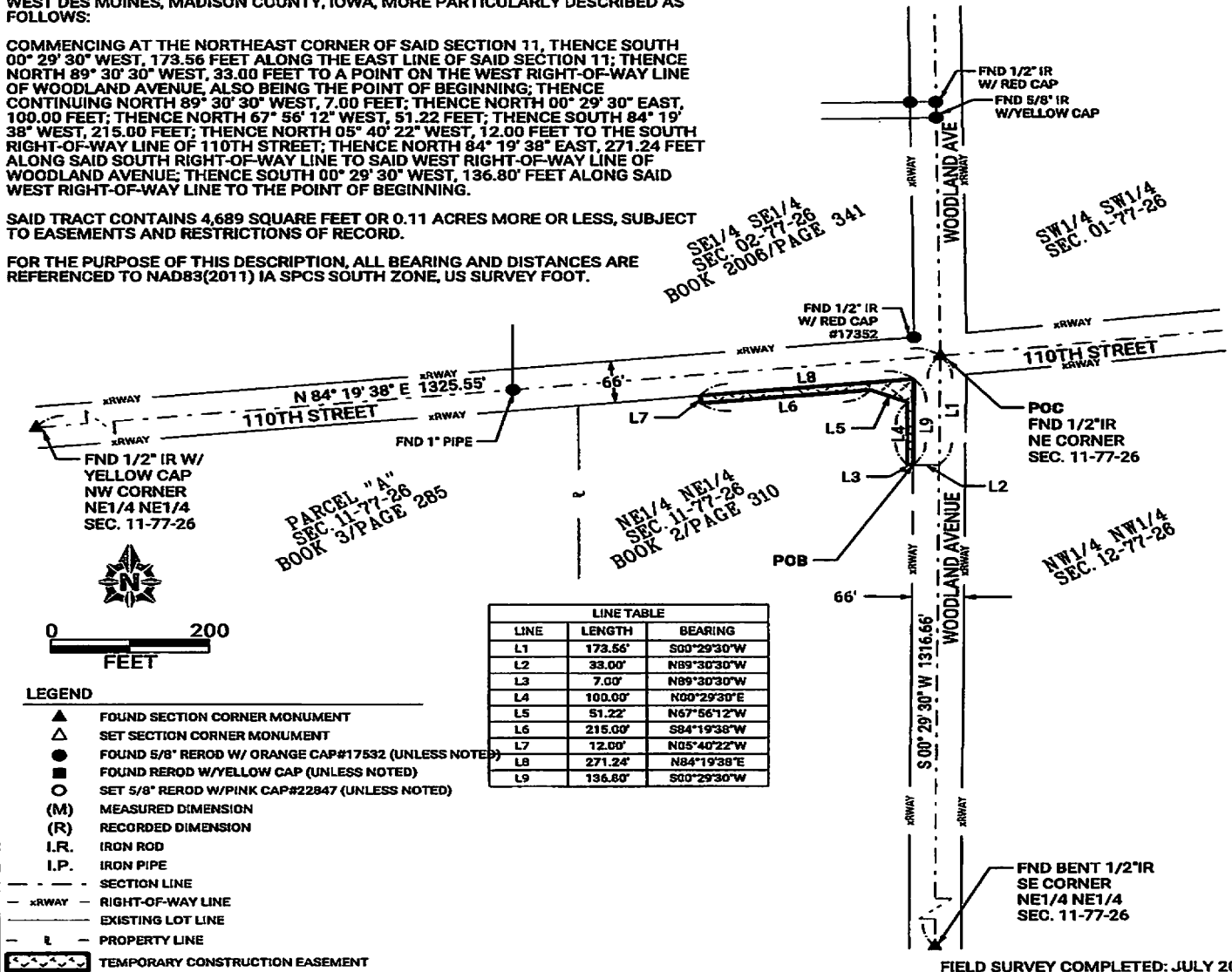
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED 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 SAID SECTION 11, THENCE SOUTH 00° 29' 30" WEST, 173.56 FEET ALONG THE EAST LINE OF SAID SECTION 11; THENCE NORTH 89° 30' 30" WEST, 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WOODLAND AVENUE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 30' 30" WEST, 7.00 FEET; THENCE NORTH 00° 29' 30" EAST, 100.00 FEET; THENCE NORTH 67° 56' 12" WEST, 51.22 FEET; THENCE SOUTH 84° 19' 38" WEST, 215.00 FEET; THENCE NORTH 05° 40' 22" WEST, 12.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 110TH STREET; THENCE NORTH 84° 19' 38" EAST, 271.24 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO SAID WEST RIGHT-OF-WAY LINE OF WOODLAND AVENUE; THENCE SOUTH 00° 29' 30" WEST, 136.80 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,689 SQUARE FEET OR 0.11 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.



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

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

SHEET
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