

BK: 2018 PG: 4058
Recorded: 12/12/2018 at 12:37:13.0 PM
Pages 11
County Recording Fee: \$57.00
Iowa E-Filing Fee: \$4.06
Combined Fee: \$61.06
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by: Richard J. Scieszinski, City Attorney, 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, IA 50265; (515) 222-3614
Address Tax Statements/Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265

SPACE ABOVE THIS LINE FOR RECORDER

STORM SEWER AND OVERLAND FLOWAGE EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. **Grant of Easement(s).**

The undersigned, on behalf of Flinn Farms, LLC, an Iowa limited liability company, (hereinafter referred to as the "Grantor(s)"), owner(s) of the property locally known as 3332 105th Street and surrounding agriculture parcels, forming a part of or adjacent to the City of Cumming, Madison County, Iowa, 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 (hereinafter referred to as "the City"), a non-exclusive permanent and perpetual Easement(s) (hereinafter referred to as "Storm Sewer Easement" or "Overland Flowage Easement(s)" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

LEGAL DESCRIPTION

See Exhibit "**010-02-P**" attached hereto.

2. **Use and Purpose of Easement(s).**

This Easement shall be granted for the purpose of locating storm sewer(s) (hereinafter referred to as "sewer(s)") and a Storm Sewer and Overland Flowage Easement(s) (hereinafter referred to as "Easement(s)") which permits and allows the City to enter at any time upon and into said Easement area(s) described herein, to patrol, police and maintain said Easement(s) and to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including but not limited to the right to connect and/or join (sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement(s) granted herein.

- 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

- b) 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 described herein shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding restoration to the existing grade of the Easement area and the replacement of trees and/or landscaping. 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.
- c) Unless done at the direction or 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) other than the City or its contractors.
- d) It is understood and agreed that the consideration for this Easement includes full compensation for damages to Grantor(s) as agreed upon by the City and the Grantor(s).

3. 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 (hereinafter referred to as "Temporary Easement") upon, over, under, through and across the real property as shown and legally described on the attached **Exhibit "010-02-T"** located in **Madison** County, Iowa. This Temporary Construction Easement terminates the earlier of (a) the date the City Council of the City accepts the storm sewer improvements to be constructed by the City in the Easement area, or (b) **eighteen (18) months** from the date of the initiation of construction activity on the subject property.

Use and Purpose of Temporary Easement(s).

This Temporary Easement shall be granted solely for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the storm sewer and appurtenances thereto, for a period not to extend beyond the acceptance of the specified project. The City shall have the right to use said Temporary Easement area in connection with the discharge of its functions as a municipal corporation only for the construction and installation of a storm sewer and shall remove all materials and equipment from the temporary easement area prior to acceptance of the storm sewer project.

4. Maintenance.

The Grantor(s) covenant and agree to keep and maintain the grading and elevations of the Easement Area, including drainage way and detention basin improvements, in accordance with the engineering plan(s) approved by the City. The Grantor shall not install or maintain bushes, brush, trees, underground water systems, objects, structures, fences, landscape elements, dirt fill or other obstructions or affect grades in a manner which may interfere, obstruct, impede the flow of water or affect required detention basin volumes in the Easement areas.

The City further agrees that Grantor shall not be responsible whatsoever for any maintenance or upkeep of the land or facilities located within the Easement Area related to the purpose of this Easement. Said

responsibility to keep and maintain the Easement Area in good repair, maintenance and condition for the purpose for which this Easement is granted shall rest solely with the City at City's expense. If the City deems it necessary to protect and preserve the Easement(s), the City may perform maintenance of the Easement Area.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement(s) area to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace any structures, elements or landscaping prohibited by Section 2 of this Easement or which interfere with the use and purpose of this Easement. Any subsequent restoration by reason of significant settlement, depression or any unknown conditions must be accomplished by the City, at the City's sole expense.

5. Hold Harmless.

Each party shall indemnify and hold the other party harmless from and against any loss, expense or claim for damage to tangible property, or for bodily injury, or both, related to this Easement, 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.

6. Running of Benefits and Burdens

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants, and upon the City. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Jurisdiction and Venue.

The City and the Grantor(s) 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.

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. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

10. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents,

employees, officers, and contractors. The term "Grantor(s)" shall refer to Flinn Farms, LLC, an Iowa limited liability company, its assigns, successors-in-interest, or lessees, if any.

11. 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.

12. Paragraph Headings.

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

Dated this 26th day of November, 2018.

Flinn Farms, LLC
an Iowa limited liability company

By Vernon L. Flinn
Vernon L. Flinn

By Tonya L. Flinn
Tonya L. Flinn

STATE OF IOWA)
) SS
COUNTY OF Polk)

This record was acknowledged before me on the 26th day of NOVEMBER, 2018, by Vernon L. Flinn and Tonya L. Flinn, as members of Flinn Farms, LLC, an Iowa limited liability company, on behalf of whom the record was executed.

[Signature]

NOTARY PUBLIC
My Commission expires: MAY 29, 2019



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 and Overland Flowage Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. 18-580, passed on October 29, 2018, and that this certificate is made pursuant to the authority of said City Council.

Signed this 30th day of November, 2018.

CITY OF WEST DES MOINES, IOWA

BY: _____


Ryan T. Jacobson, City Clerk

INDEX LEGEND

COUNTY: MADISON

TRS: SECTION 1, T77N, R26W

ALIQUOT PARTS: SE ¼ SW ¼ & NW ¼ SW ¼

PROPRIETOR: FLINN FARMS, LLC

REQUESTED BY: CITY OF WEST DES MOINES

SURVEYOR: JOHN DEWEY

COMPANY: MCCLURE ENGINEERING

RETURN TO: JOHN DEWEY
1360 NW 121ST ST STE A
CLIVE, IA 50325 / 515-964-1229

STORM SEWER OVERLAND FLOWAGE EASEMENT

EXHIBIT 010-02-P

EASEMENT DESCRIPTION:

PROPOSED STORM SEWER OVERLAND FLOWAGE EASEMENTS BEING A PART OF THE SE ¼ OF THE SW ¼ AND THE NW ¼ OF THE SW ¼, ALL IN SECTION 1, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"PE-A"

BEGINNING AT THE NORTHEAST CORNER OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG THE NORTH LINE OF SAID SE ¼ OF THE SW ¼, S83°35'23"W, 208.01 FEET; THENCE S00°31'05"E, 86.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°31'05"E, 50.00 FEET; THENCE S89°28'55"W, 30.00 FEET; THENCE N00°31'05"W, 50.00 FEET; THENCE N89°28'55"E, 30.00 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINING 0.03 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

"PE-B"

BEGINNING AT THE NORTHEAST CORNER OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG THE NORTH LINE OF SAID SE ¼ OF THE SW ¼, S83°35'23"W, 960.36 FEET; THENCE S07°44'26"E, 12.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S07°44'26"E, 30.15 FEET; THENCE S26°53'55"E, 33.06 FEET; THENCE S51°57'43"W, 30.64 FEET; THENCE N27°16'57"W, 41.99 FEET; THENCE N07°48'58"W, 40.20 FEET; THENCE N87°53'36"E, 29.84 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINING 0.05 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

"PE-C"

BEGINNING AT THE NORTHEAST CORNER OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE N ½ OF THE SW ¼ OF SAID SECTION 1, S83°35'23"W, 1545.52 FEET; THENCE N17°43'54"W, 17.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N17°43'54"W, 12.63 FEET; THENCE S76°46'40"W, 30.09 FEET; THENCE S17°43'54"E, 15.00 FEET; THENCE N72°16'06"E, 30.00 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINING 0.01 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THESE EASEMENT ARE BEING PREPARED FOR THE CONSTRUCTION OF VETERANS PARKWAY.

GENERAL LEGEND

--- SECTION LINE
- - - EASEMENT LINE

MONUMENTS FOUND:

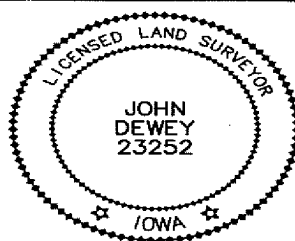
▲ - SECTION CORNER
(TYPE AS NOTED)

ABBREVIATIONS:

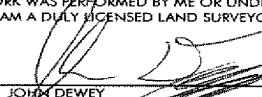
R.O.W. - RIGHT-OF-WAY
BK, PG - BOOK AND PAGE
(M) - MEASURED DISTANCE/ANGLE
(R) - RECORD DISTANCE/ANGLE
P.U.E. - PUBLIC UTILITY EASEMENT
BPC - BLUE PLASTIC CAP
YPC - YELLOW PLASTIC CAP
OPC - ORANGE PLASTIC CAP
GPC - GREEN PLASTIC CAP
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT


MCCLURETM
ENGINEERING CP
building strong communities

1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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: 
JOHN DEWEY

DATE: 5-23-18

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL: 2 SHEETS

DATE SURVEYED: 01/03/2018

DRAWING PATH: N:\Projects\WDM 20615017\Survey

SHEET 1 OF 2

SW CORNER NW ¼ SW ¼
SECTION 1-77-26
FD ½" REBAR
OPC ILLEGIBLE

FLINN FARMS LLC
TRUSTEE WARRANTY
DEED
BK 2014 PG 2825

NW ¼ SW ¼
SECTION 1-77-26

SW ¼ SW ¼
SECTION 1-77-26

S83°35'23"W
1049.55'
PE-C
0.01 AC
N72°16'06"E
30.00'
N17°43'54"W
17.46'

S17°43'54"E
15.00'
S76°46'40"W
30.09'
N17°43'54"W
12.63'
"PE-C"
POINT OF
BEGINNING

WEST LINE OF THE SE ¼ SW ¼

EAST LINE OF THE NW ¼ SW ¼

N07°48'58"W
40.20'

S83°35'23"W 1545.52'
FROM P.O.C. TO "PE-C" P.O.B.

PE-B
0.05 AC

N27°16'57"W
41.99'

N87°53'36"E
29.84'

S51°57'43"W
30.64'

S07°44'26"E
12.37'

S26°53'55"E
33.06'

S07°44'26"E
30.15'

S83°35'23"W 960.36'
FROM P.O.C. TO "PE-B" P.O.B.

"PE-B"
POINT OF
BEGINNING

PROPOSED ROW VETERANS PARKWAY
NORTH LINE OF THE SE ¼ SW ¼

NE ¼ SW ¼
SECTION 1-77-26

FLINN FARMS LLC
QUIT CLAIM DEED
BK 2014 PG 1646

PE-A
0.03 AC

N00°31'05"W
50.00'

N89°28'55"E
30.00'

S83°35'23"W 208.01'
FROM P.O.C. TO "PE-A" P.O.B.

S89°28'55"W
30.00'

POINT OF COMMENCEMENT
NE CORNER SE ¼ SW ¼
SECTION 1-77-26
FD ½" REBAR

S00°31'05"E
50.00'

"PE-A"
POINT OF
BEGINNING

S00°31'05"E
86.50'

EAST LINE OF THE SE ¼ SW ¼

GENERAL LEGEND

--- SECTION LINE
- - - EASEMENT LINE

MONUMENTS FOUND:

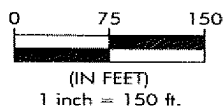
▲ - SECTION CORNER
(TYPE AS NOTED)

ABBREVIATIONS:

- R.O.W. - RIGHT-OF-WAY
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1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370



EASEMENT EXHIBIT

EASEMENT DESCRIPTIONS

EXHIBIT 010-02-T

"TE-A"

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH PM, MADISON COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID NE ¼ OF THE SE ¼, S83°59'34"W, 33.14 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF WOODLAND AVENUE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, N00°43'43"W, 211.27 FEET TO THE POINT OF BEGINNING; THENCE S40°51'20"W, 44.22 FEET; THENCE S83°20'09"W, 150.10 FEET; THENCE S87°55'17"W, 226.14 FEET; THENCE S85°09'05"W, 200.61 FEET; THENCE S75°02'23"W, 126.11 FEET; THENCE N87°03'53"W, 51.07 FEET; THENCE S72°00'43"W, 91.37 FEET; THENCE S77°26'08"W, 75.24 FEET; THENCE S86°43'19"W, 100.61 FEET; THENCE N85°18'54"W, 165.28 FEET; THENCE S89°11'13"W, 81.52 FEET TO A POINT ON THE WEST LINE OF SAID NE ¼ OF THE SE ¼; THENCE ALONG SAID WEST LINE, N00°37'40"W, 22.79 FEET; THENCE N87°46'03"E, 77.68 FEET; THENCE S85°19'49"E, 165.45 FEET; THENCE N86°42'56"E, 100.72 FEET; THENCE N77°26'24"E, 75.33 FEET; THENCE N72°01'21"E, 91.47 FEET; THENCE S87°04'37"E, 51.12 FEET; THENCE N75°02'50"E, 126.25 FEET; THENCE N52°28'50"E, 80.87 FEET; THENCE N82°25'04"E, 155.77 FEET; THENCE S49°55'22"E, 81.53 FEET; THENCE N86°53'20"E, 145.64 FEET; THENCE N83°19'22"E, 140.25 FEET; THENCE N42°34'16"E, 60.98 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY OF WOODLAND AVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S00°43'43"E, 35.17 FEET TO THE POINT OF BEGINNING, SAID AREA CONTAINING 0.98 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AREAS "TE-B" AND "TE-C" ARE TEMPORARY CONSTRUCTION EASEMENTS LOCATED THE SW ¼ OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH PM, MADISON COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"TE-B"

COMMENCING AT THE SW CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 1, N83°35'23"E, 33.16 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY OF WOODLAND AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N00°43'43"W, 231.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY, N00°43'43"W, 30.14 FEET; THENCE S52°31'49"E, 50.73 FEET; THENCE N84°39'27"E, 586.58 FEET; THENCE N79°51'20"E, 100.79 FEET; THENCE S89°10'42"E, 301.82 FEET; THENCE N86°46'11"E, 237.46 FEET; THENCE N87°11'34"E, 88.20 FEET; THENCE N84°34'53"E, 100.34 FEET; THENCE N78°39'53"E, 126.93 FEET; THENCE S89°29'50"E, 250.94 FEET; THENCE S85°33'47"E, 151.10 FEET; THENCE N88°04'50"E, 245.50 FEET; THENCE N81°21'06"E, 106.07 FEET; THENCE S76°28'55"E, 103.08 FEET; THENCE N87°08'25"E, 122.37 FEET TO A POINT ON THE EAST LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG SAID EAST LINE, S00°09'19"E, 25.00 FEET; THENCE S87°08'14"W, 122.21 FEET; THENCE N76°28'55"W, 103.08 FEET; THENCE S81°21'06"W, 106.07 FEET; THENCE S88°04'46"W, 245.26 FEET; THENCE N85°33'24"W, 150.93 FEET; THENCE N89°29'41"W, 250.65 FEET; THENCE S78°39'17"W, 126.79 FEET; THENCE S84°34'41"W, 100.23 FEET; THENCE S87°11'29"W, 89.25 FEET; THENCE N89°29'41"W, 250.65 FEET; THENCE N89°10'23"W, 301.48 FEET; THENCE S79°50'57"W, 100.68 FEET; THENCE S84°38'40"W, 595.93 FEET; THENCE N50°42'55"W, 42.09 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF WOODLAND AVENUE, THE POINT OF BEGINNING, SAID AREA CONTAINING 1.47 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

"TE-C"

COMMENCING AT THE SW CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE NW ¼ OF THE SW ¼, N83°35'23"E, 33.16 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF WOODLAND AVENUE, THE POINT OF BEGINNING; THENCE N19°11'36"E 50.27 FEET; THENCE N77°04'36"E, 125.26 FEET; THENCE S89°06'05"E, 175.23 FEET; THENCE N78°49'27"E, 145.00 FEET; THENCE N85°05'14"E, 104.47 FEET; THENCE S89°01'02"E, 154.90 FEET; THENCE N81°27'34"E, 194.54 FEET; THENCE S89°18'38"E, 64.15 FEET; THENCE S17°43'54"E, 15.00 FEET; THENCE N72°16'06"E, 30.00 FEET; THENCE N17°43'54"W, 12.63 FEET; THENCE N86°28'22"E, 70.53 FEET; THENCE S86°56'40"E, 90.09 FEET; THENCE N84°02'19"E, 99.15 FEET; THENCE N84°19'31"E, 100.06 FEET; THENCE N88°59'30"E, 204.01 FEET; THENCE S07°48'58"E, 40.20 FEET; THENCE S27°16'57"E, 41.99 FEET; THENCE N51°57'43"E, 30.64 FEET; THENCE N26°53'55"W, 33.06 FEET; THENCE N07°44'26"W, 30.15 FEET; THENCE N83°13'21"E, 59.90 FEET; THENCE S87°20'20"E, 199.50 FEET; THENCE N84°21'22"E, 129.68 FEET; THENCE S88°29'49"E, 119.46 FEET; THENCE N89°26'14"E, 209.54 FEET; THENCE S00°31'05"E, 50.00 FEET; THENCE N89°28'55"E, 30.00 FEET; THENCE N00°31'05"W, 50.00 FEET; THENCE N88°05'35"E, 206.31 FEET TO A POINT ON THE EAST LINE OF SAID SE ¼ OF THE SW ¼; THENCE ALONG SAID EAST LINE, S00°09'00"E, 25.00 FEET; THENCE S87°54'01"W, 181.16 FEET; THENCE S00°31'05"E, 35.00 FEET; THENCE S89°28'55"W, 80.00 FEET; THENCE N00°31'05"W, 35.00 FEET; THENCE S89°25'53"W, 184.44 FEET; THENCE N88°29'39"W, 119.33 FEET; THENCE S84°21'04"W, 129.53 FEET; THENCE N87°20'02"W, 199.27 FEET; THENCE S78°31'44"W, 30.23 FEET; THENCE S22°04'10"E, 31.94 FEET; THENCE S51°57'43"W, 76.57 FEET; THENCE N26°06'06"W, 82.06 FEET; THENCE S89°09'22"W, 178.94 FEET; THENCE S84°21'12"W, 101.10 FEET; THENCE S83°59'58"W, 97.88 FEET; THENCE N87°03'00"W, 84.96 FEET; THENCE S83°35'23"W, 104.47 FEET; THENCE N88°31'59"W, 64.86 FEET; THENCE S81°27'16"W, 194.32 FEET; THENCE N89°00'39"W, 154.72 FEET; THENCE S85°05'14"W, 104.36 FEET; THENCE S78°49'02"W, 144.84 FEET; THENCE N89°05'38"W, 175.03 FEET; THENCE S76°38'19"W, 117.64 FEET; THENCE S00°41'22"E, 20.41 FEET TO A POINT ON THE SOUTH LINE NW ¼ OF THE SW ¼; THENCE ALONG SAID SOUTH LINE, S83°35'23"W, 27.14 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINING 1.55 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DRAWING PATH: N:\Projects\WDM 20616017\Survey



1360 NW 121st Street, STE A
Clive, Iowa 50325
515-664-1229
fax 515-964-2370

NOTICE
McClure Engineering Company warrants only and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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VETERANS PARKWAY TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

WEST DES MOINES, IA
20616017
04/20/2018

REVISIONS

ENGINEER T. STOVIE	DRAWN BY J. DEWEY
CHECKED BY M. LEE	FIELD BOOK NO ----

SKETCH NO

building strong communities.

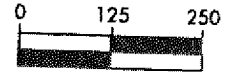
SHEET 1 OF 4

EASEMENT EXHIBIT

EXHIBIT 010-02-T



NORTH



(IN FEET)

1 inch = 250 ft.

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

VETERANS PARKWAY TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

WEST DES MOINES, IOWA

20616017

4/11/2018

ENGINEER
T. STOVIE
CHECKED BY
M. LEE

DRAWN BY
J. DEWEY
REDBOOK NO.

REVISIONS

DRAWING PATH:

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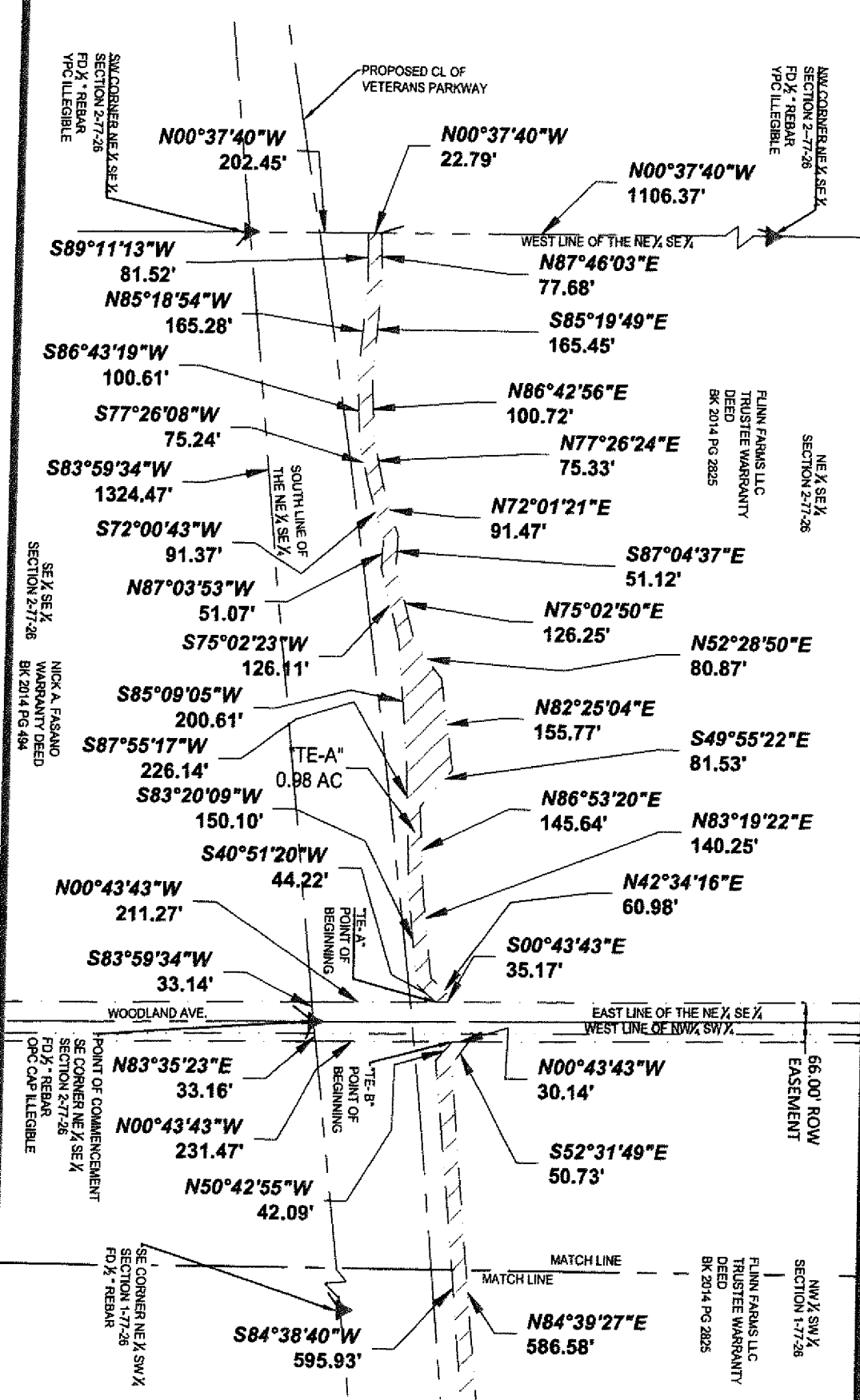
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Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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SHEET 2 OF 4



SW CORNER NE 1/4, SE 1/4, SECTION 2-77-26 FD 1/2 - REBAR YPC ILLEGIBLE

NW CORNER NE 1/4, SE 1/4, SECTION 2-77-26 FD 1/2 - REBAR YPC ILLEGIBLE

SE 1/4, SE 1/4, SECTION 2-77-26 NICK A. FASANO WARRANTY DEED BK 2014 PG 494

FLINN FARMS LLC TRUSTEE WARRANTY DEED BK 2014 PG 2825

NE 1/4, SE 1/4, SECTION 2-77-26

66.00' ROW EASEMENT

POINT OF COMMENCEMENT SE CORNER NE 1/4, SE 1/4, SECTION 2-77-26 FD 1/2 - REBAR OPC CAP ILLEGIBLE

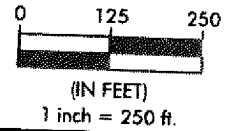
FLINN FARMS LLC TRUSTEE WARRANTY DEED BK 2014 PG 2825

NW 1/4, SW 1/4, SECTION 1-77-26

SE CORNER NE 1/4, SW 1/4, SECTION 1-77-26 FD 1/2 - REBAR

EASEMENT EXHIBIT

EXHIBIT 010-02-T



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

VETERANS PARKWAY TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

WEST DES MOINES, IOWA

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T. STOVIE

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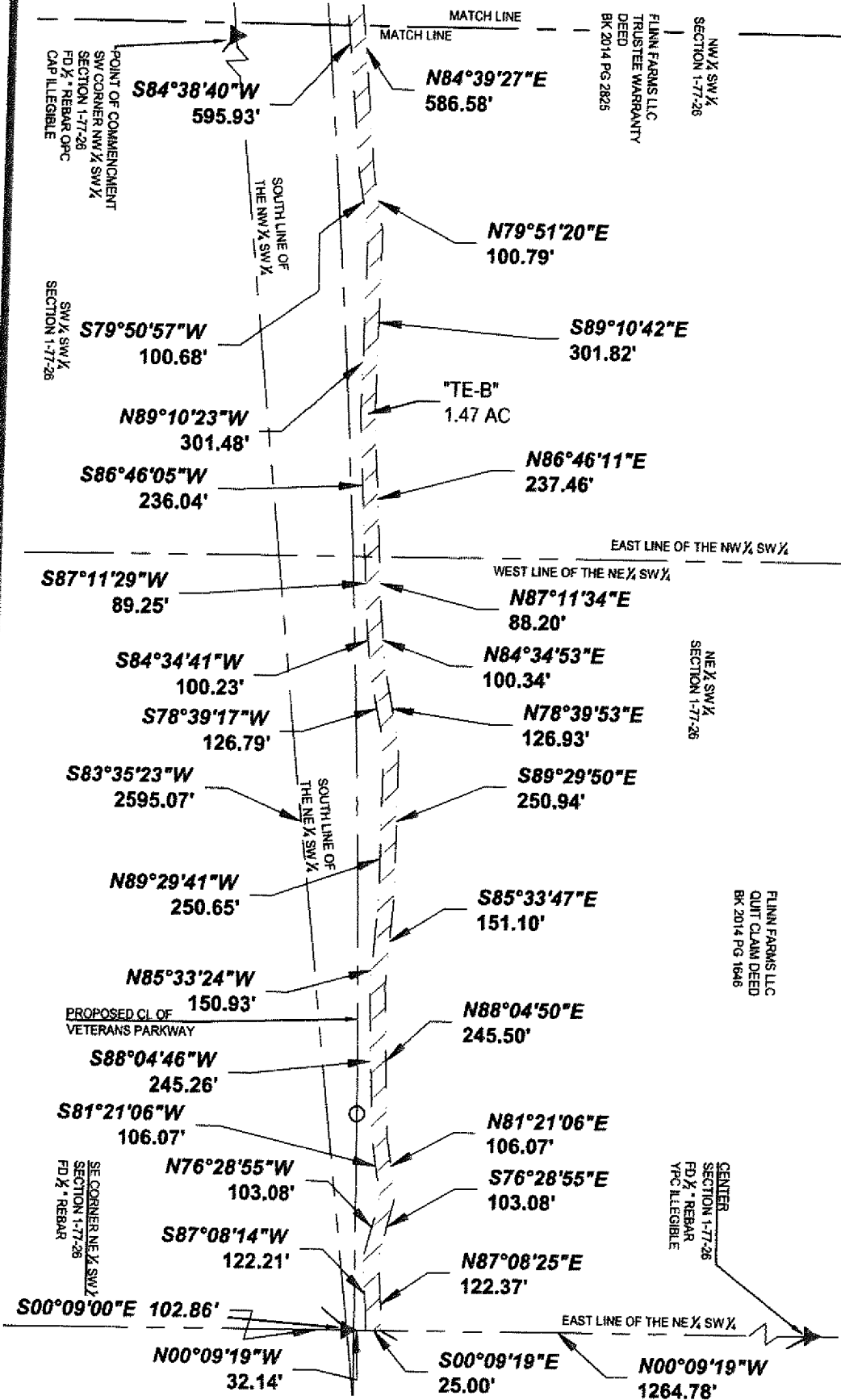
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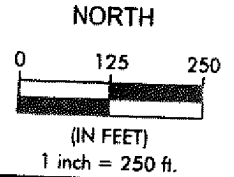
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EASEMENT EXHIBIT

EXHIBIT 010-02-T



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

VETERANS PARKWAY TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

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T. STOVIE
CHECKED BY
M. LEE

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