

Warren County, Iowa
Polly J. Glascock Recorder
Fee Book 2015-6601
08/12/2015 @12:08PM # Pages 5
XE EASEMENTS
Total Fees: \$27.00

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PUBLIC SANITARY SEWER EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

B.J. Miller, 4201 Westown Parkway, Ste. 300, West Des Moines, IA 50266 (515) 288-2500

Return Document To:

B.J. Miller, 4201 Westown Parkway, Ste. 300, West Des Moines, IA 50266

GRANTOR: Diligent Warrior Run, LLC

GRANTEE: City of Norwalk, Iowa

Legal Description: See Exhibit A.

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owners Diligent Warrior Run, LLC, an Iowa limited liability company (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF NORWALK, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate as to that portion of the real estate owned by Grantor:

See Exhibit "A" attached hereto, by reference incorporated herein,

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer and water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area. Said sanitary sewer and water main is for the purpose of serving areas as from time to time may be determined by the City.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees 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.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not

including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. EASEMENT BENEFIT. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed perpetual and to run with the Land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 10th day of August, 2015.

Diligent Warrior Run, LLC

By: Diligent Development Group, LLC

Its: Manager

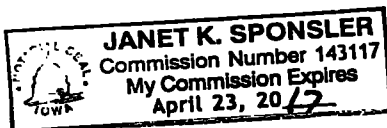
By: Steve Bruere

Steve Bruere

Its: Manager

State of Iowa)
County of Warren) ss:

This record was acknowledged before me on August 10, 2015, by Steve Bruere, Manager of Diligent Development Group, LLC, Manager of Diligent Warrior Run, LLC.



Janet K. Sponsler
Print Name: Janet K. Sponsler
Notary in and for the State of Iowa
My commission expires 4/23/17

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, M. L. Edleman, City Clerk of the City of Norwalk, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Norwalk by Resolution No. 680615268 passed on the 6 day of August, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 11 day of August, 2015.

M. L. Edleman
City Clerk of Norwalk, Iowa

**EXHIBIT A
LEGAL DESCRIPTION**

A 30.00 FOOT WIDE PUBLIC SANITARY SEWER EASEMENT THAT IS 15.00 FEET ON EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 'F'; THENCE S89°38'17"E, 619.40 FEET ALONG THE SOUTH LINE OF LOT 'F' TO THE POINT OF BEGINNING; THENCE N01°07'54"E, 130.54 FEET TO A POINT; THENCE N61°32'05"W, 84.22 FEET TO A POINT; THENCE N89°38'17"W, 396.18 FEET TO A POINT; THENCE N36°48'15"W, 303.06 FEET TO A POINT; THENCE N00°11'22"W, 89.20 FEET TO A POINT OF TERMINUS ON THE SOUTH LINE OF LOT 29 OF PLAT 1.

THE WEST 30.00 FEET OF LOT 1

THE WEST 30.00 FEET OF LOT 29

THE SOUTH 35.00 FEET OF THE WEST 30 FEET OF LOT 30.

THE NORTH 20.00 FEET OF LOTS 22, 23, 24, 25, 26, 27, 28 AND 29

BEGINNING AT THE NORTHWEST CORNER OF LOT 21; THENCE N58°18'23"E, 59.72 FEET ALONG THE NORTH LINE OF LOT 21 TO A POINT; THENCE CONTINUING N58°18'23"E, 93.28 FEET ALONG THE NORTH LINE OF OUTLOT 'V' TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 'A'; THENCE N31°41'37"W, 93.28 FEET ALONG THE WEST LINE OF OUTLOT 'V' TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 20; THENCE CONTINUING N31°41'37"W, 59.72 FEET ALONG THE WEST LINE OF LOT 20 TO THE NORTHWEST CORNER OF LOT 20; THENCE N58°18'23"E, 20.00 FEET ALONG THE NORTH LINE OF LOT 20 TO A POINT; THENCE S31°41'37"E, 93.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 20; THENCE CONTINUING S31°41'37"E, 80.00 FEET TO A POINT; THENCE S58°18'23"W, 80.00 FEET TO A POINT ON THE WEST LINE OF OUTLOT 'V'; THENCE CONTINUING S58°18'23"W, 93.00 FEET TO A POINT ON THE WEST LINE OF LOT 21; THENCE N31°41'37"W, 20.00 FEET ALONG THE WEST LINE OF LOT 21 TO THE POINT OF BEGINNING.

AND

THE WEST 25.00 FEET OF LOTS 15, 16, 17, 18 AND 19.

In Warrior Run Estates Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.