CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 9, 2015

ITEM: Clocktower Square, 2800 and 2900 University Avenue - Approval and Acceptance Irrevocable Offers of Dedication, Cross Access Easement and Sanitary Sewer Easements – Clocktower Baceline LLC – MaM-001874-2013

Resolution: **Approval and Acceptance of Irrevocable Offers of Dedication, Cross Access Easement and Sanitary Sewer Easements**

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City Council approved a Major Modification of a Site Plan for Clocktower Square for site improvements on February 23, 2015. As part of the approval of the major modification of a site plan, irrevocable offers of dedication of right-of-way, a cross access easement, and sanitary sewer easement were required to be executed.

Exhibit II is a copy of the easement and agreements. For policy purposes, formal acceptance by the City Council of a these agreements is required.

CITY COUNCIL SUBCOMMITTEE: Acceptance of this document by Council is a required formality; this item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the irrevocable offers of dedication for right-of-way along University Avenue and 28th Street, a cross access easement between Lots 1 and 2 Clocktower Square, and a sanitary sewer easement document, required as part of the approval of a major modification to a site plan for Clocktower Square at 2800 and 2900 University Avenue.

Lead Staff Member: Kara V. Tragesser, AICP

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In		
Date(s) Published	N/A	
Letter sent to surrounding property owners		

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes ☐	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Resolution
Exhibit II - Easements and Agreements

Prepared by: KTragesser Development Services, City of WDM, PO Box 65320, WDM, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING IRREVOCABLE OFFERS OF DEDICATION, A CROSS ACCESS EASEMENT AND SANITARY SEWER EASEMENTS RELATED TO A MAJOR MODIFICATION TO A SITE PLAN PERMIT FOR CLOCKTOWER SQUARE AT 2800 AND 2900 UNIVERSITY

WHEREAS, it is the policy of the City of West Des Moines, Iowa to approve and accept all easement and agreements conveying property and other interests to the City; and

WHEREAS, the following documents have been presented to the City for approval and acceptance:

> Sanitary Sewer Easements, Cross Access Easement and Irrevocable Offers of Dedication of right-of-way for property locally known as 2800 and 2900 University Avenue and legally described as:
>
> Lot 1 and Lot 2 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

And;

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the document(s) described above conveying property and other interests to the City of West Des Moines, Iowa, are hereby approved and accepted and shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 9th day of March 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Prepared By: KTragesser, Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return To: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

IRREVOCABLE OFFER OF DEDICATION

THIS AGREEMENT, made this _____ day of _____, 2014, by Clocktower Square Baceline, LLC, hereinafter called "Owners," and the City of West Des Moines, Iowa, hereinafter called "City."

WHEREAS, the Owners have submitted a Major Modification to a site plan request for property at 2900 University Avenue, West Des Moines, for review and approval by the City and legally described herein below, and;

LEGAL DESCRIPTION

Lot 1 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, in order to provide their full half of the 165 feet of total right-of-way that may be necessary for the portion of University adjacent to the above described property, the Owner will need to deed to the City an additional thirty two and one-half (32.5) feet right-of-way adjacent to the current right-of-way for University Avenue currently located fifty (50) feet from the centerline of University Avenue, and;

WHEREAS, the Owner agrees to dedicate the thirty two and one-half (32) feet of right-of-way adjacent to the existing right-of-way line that is currently located fifty (50) feet from the centerline of University Avenue, without cost to the City when the City requests said dedication, and;

WHEREAS, in order to provide their full half of the 100 feet of total right-of-way that may be necessary for the portion of 28th Street adjacent to the above described property, the Owner will need to deed to the City an additional seventeen (17) feet right-of-way adjacent to the current right-of-way for 28th Street currently located thirty three (33) feet from the centerline of 28th Street, and;

WHEREAS, the Owner agrees to dedicate the seventeen (17) feet of right-of-way adjacent to the existing right-of-way line that is currently located thirty three (33) feet from the centerline of 28th Street, without cost to the City when the City requests said dedication, and;

WHEREAS, the City Council of the City of West Des Moines, as part of the approval of the Major Modification to a site plan request (MaM-001875-02013) for 2900 University Avenue, grants to the Owners a deferment of the dedication of the required right-of-way described above, until such time as the City requests said right-of-way, and;

WHEREAS, the City Council has approved the Major Modification for 2900 University Avenue (MaM-001875-2013) on the ____ day of _____ 2014, subject to the conditions contained herein.

NOW THEREFORE, FOR THE MUTUAL COVENANTS herein contained each to the other, the parties agree as follows:

1. The Owner certifies ownership of certain real property legally described above. Said real property was the subject of a Major Modification request for 2900 University Avenue on the ___day of _____ 2014.

2. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, thirty two and one-half (32.5) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of University Avenue adjacent to the Owner's property.

3. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, seventeen (17) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of 28th Street adjacent to the Owner's property.

4. Approval of the Major Modification for the real property described above is conditioned upon the future dedication of right-of-way as described herein and at such time as requested by the City.

5. This Agreement cannot be assigned by the Owners without the express written consent of the City Council of the City of West Des Moines, Iowa. This consent shall not be unreasonably withheld.

6. The Parties agree that this Agreement will be recorded in the Office of the Recorder of Polk County, Iowa.

7. The term "Owners" as used herein shall include Owners' heirs, successors-in-interest and assigns.

8. The City and the Owner agree that the Owner shall be allowed to keep the dedicated Right of Way area for all open space calculations under City ordinances.

9. The City and the Owners agree that the District Court in and for Polk County, State of Iowa, shall have exclusive jurisdiction over the subject matter of this Agreement, and said parties consent to the jurisdiction of the person being in Polk County, Iowa.

10. This Agreement made herein shall survive any sale or transfer of ownership to the property. It is the intent of the parties, in the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, whether or not pursuant to bankruptcy laws, sale of all or substantially all the assets and liabilities of the Owner, will cause the transfer of this dedicated easement area to the city which shall be made forthwith, without cost to the City.

10. Words and phrases herein shall be construed as in the single or plural number and as masculine, feminine, or neutral gender, according to the context.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date set forth above.

[Signature Page Follows]

Clocktower Square Baceline LLC

Name: Doug Arnold
Title: Mgr

STATE OF COLORADO

COUNTY OF DENVER

On this 30 day of December, 2014 before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he is Manager of Cloctower Square Baceline, LLC., executing the within and foregoing instrument and acknowledged that he executed the same as their voluntary act and deed by it and by them voluntarily executed.

Notary Public in and for said State

AUDREY SPECHT
Notary Public
State of Colorado
Notary ID 20134068105
My Commission Expires Oct 28, 2017

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Prepared By: KTragesser, Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return To: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

IRREVOCABLE OFFER OF DEDICATION

THIS AGREEMENT, made this _____ day of _____, 2014, by Clocktower Square Baceline, LLC, hereinafter called "Owners," and the City of West Des Moines, Iowa, hereinafter called "City."

WHEREAS, the Owners have submitted a Major Modification to a site plan request for property at 2800 University Avenue, West Des Moines, for review and approval by the City and legally described herein below, and;

LEGAL DESCRIPTION

Lot 2 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, in order to provide their full half of the 165 feet of total right-of-way that may be necessary for the portion of University adjacent to the above described property, the Owner will need to deed to the City an additional thirty two and one-half (32.5) feet right-of-way adjacent to the current right-of-way for University Avenue currently located fifty (50) feet from the centerline of University Avenue, and;

WHEREAS, the Owner agrees to dedicate the thirty two and one-half (32) feet of right-of-way adjacent to the existing right-of-way line that is currently located fifty (50) feet from the centerline of University Avenue, without cost to the City when the City requests said dedication, and;

WHEREAS, in order to provide their full half of the 100 feet of total right-of-way that may be necessary for the portion of 28th Street adjacent to the above described property, the Owner will need to deed to the City an additional seventeen (17) feet right-of-way adjacent to the current right-of-way for 28th Street currently located thirty three (33) feet from the centerline of 28th Street, and;

WHEREAS, the Owner agrees to dedicate the seventeen (17) feet of right-of-way adjacent to the existing right-of-way line that is currently located thirty three (33) feet from the centerline of 28th Street, without cost to the City when the City requests said dedication, and;

WHEREAS, the City Council of the City of West Des Moines, as part of the approval of the Major Modification to a site plan request (MaM-001875-02013) for 2800 University Avenue, grants to the Owners a deferment of the dedication of the required right-of-way described above, until such time as the City requests said right-of-way, and;

WHEREAS, the City Council has approved the Major Modification for 2800 University Avenue (MaM-001875-2013) on the ____ day of _____ 2014, subject to the conditions contained herein.

NOW THEREFORE, FOR THE MUTUAL COVENANTS herein contained each to the other, the parties agree as follows:

1. The Owner certifies ownership of certain real property legally described above. Said real property was the subject of a Major Modification request for 2800 University Avenue on the ___day of _____ 2014.

2. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, thirty two and one-half (32.5) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of University Avenue adjacent to the Owner's property.

3. The Owners, their heirs, successors in interest or assigns, agree to irrevocably dedicate to the City when requested by the City and at no cost to the City, by deed, seventeen (17) additional feet of permanent and perpetual street right-of-way along the current right-of-way line of 28th Street adjacent to the Owner's property.

4. Approval of the Major Modification for the real property described above is conditioned upon the future dedication of right-of-way as described herein and at such time as requested by the City.

5. This Agreement cannot be assigned by the Owners without the express written consent of the City Council of the City of West Des Moines, Iowa. This consent shall not be unreasonably withheld.

6. The Parties agree that this Agreement will be recorded in the Office of the Recorder of Polk County, Iowa.

7. The term "Owners" as used herein shall include Owners' heirs, successors-in-interest and assigns.

8. The City and the Owner agree that the Owner shall be allowed to keep the dedicated Right of Way area for all open space calculations under City ordinances.

9. The City and the Owners agree that the District Court in and for Polk County, State of Iowa, shall have exclusive jurisdiction over the subject matter of this Agreement, and said parties consent to the jurisdiction of the person being in Polk County, Iowa.

10. This Agreement made herein shall survive any sale or transfer of ownership to the property. It is the intent of the parties, in the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, whether or not pursuant to bankruptcy laws, sale of all or substantially all the assets and liabilities of the Owner, will cause the transfer of this dedicated easement area to the city which shall be made forthwith, without cost to the City.

10. Words and phrases herein shall be construed as in the single or plural number and as masculine, feminine, or neutral gender, according to the context.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date set forth above.

[Signature Page Follows]

Clocktower Square Baceline LLC

Name: Doug Arnold
Title: Manager

STATE OF COLORADO

COUNTY OF DENVER

On this 30th day of December, 2014 before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he is Manager of Clocktower Square Baceline, LLC., executing the within and foregoing instrument and acknowledged that he executed the same as their voluntary act and deed by it and by them voluntarily executed.

AUDREY SPECHT
Notary Public
State of Colorado
Notary ID 20134068105
My Commission Expires Oct 28, 2017

Notary Public in and for said State

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Prepared By: KTragesser Development Services PO Box 65320 West Des Moines IA 50265-0320 515-222-3620
Return To: City Clerk City of West Des Moines PO Box 65320 West Des Moines IA 50265-0320 (515)222-3610

CROSS ACCESS EASEMENT

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Clocktower Square Baceline, LLC (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of Clocktower Square located at 2800 University and 2900 University and legally described below, hereby grants, establishes and conveys a permanent and perpetual easement to and for the benefit of lots 1 and 2 in Clocktower Square an official plat of the City of West Des Moines, Polk County, Iowa. Said easement shall allow the mutual use of current and future access drives and roadways located on the above-listed lots over, under, through and across the real property legally described as:

Lot 1 and 2 Clocktower Square, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

2. Use and Purpose of Easement(s).

This Easement shall be for the purpose of permitting and allowing parking, ingress and egress for parties having any interest whatsoever in the real property described herein, including but not limited to lessee(s), business invitee and employees in any portion of the real property.

The roadway shall be hard surface roadway, as required and approved by the City and shall be constructed by the Grantor, or its successors in interest or assigns. No structure, obstruction, or building of any kind whatsoever shall be placed upon property that is the subject of this Easement without the express written consent of the City.

3. Maintenance.

The Grantor(s) shall replace, maintain, repair and keep free of obstruction the roadway constructed upon the Easement area, the responsibility and cost of which is more specifically set forth below. The Grantor(s) hereby covenant and agrees not to permit any vehicle parking upon said Easement and to keep the roadway free and clear of snow and other obstructions so as to permit and allow all City services to be provided to the area by the City.

4. Hold Harmless.

The Grantor(s) agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. 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. 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.

6. 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 Polk County, Iowa.

7. 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.

8. 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.

9. 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 Clocktower Square Baceline LLC, their heirs, assigns, successors-in-interest, or lessees, if any.

Dated this 30th day of December, 2014.

Clocktower Square Baceline LLC

By: _____

Its: _____

STATE OF Colorado

COUNTY OF Denver

On this 30th day of December 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he/she is manager of Clocktower Square Baceline LLC, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of Clocktower Square LLC, by it and by him/her voluntarily executed.

Audrey Specht

Notary Public in and for the State of Colorado

AUDREY SPECHT
Notary Public
State of Colorado
Notary ID 20134068105
My Commission Expires Oct 28, 2017

Prepared by: KTragesser Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **Clocktower Square Baceline, L.L.C.**, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of **Lot 1 and Lot 2 Clocktower Square**, an official plat in and forming a part of the City of West Des Moines, Polk 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 permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property, legally described as:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY IOWA AND MORE PARTICULARLY DESCRIBED IN EXHIBITS A, B, C, AND D

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement(s) granted herein. 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.

3. Maintenance.

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 area(s) 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 landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

4. Hold Harmless.

The Grantor(s) agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. 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. 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.

6. Jurisdiction and Venue.

The City and the Grantor(s) agree the District Court of 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 consent to the jurisdiction of the person being in Polk County, Iowa.

7. Words and Phrases.

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

8. 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 Clocktower Square Baceline, L.L.C. their heirs, assigns, successors-in-interest, or lessees, if any.

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. 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.

11. Paragraph Headings.

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

Dated this 30th day of December, 2014.

Clocktower Square Baceline, L.L.C.

By: _____
Print: Doug Arnold
Title: Mgr

STATE OF COLORADO

COUNTY OF DENVER

On this day of , 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Doug Arnold, to me personally known, who being by me duly sworn, did say that he is Manager (title) of Clocktower Square Baceline, L.L.C., executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act..

AUDREY SPECHT
Notary Public
State of Colorado
Notary ID 20134068105
My Commission Expires Oct 28, 2017

Audrey Specht
Notary Public in and for the State of Colorado

CITY OF WEST DES MOINES, IOWA

_____
Steven K. Gaer, Mayor

Attest:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'A' - EASEMENT PLAT

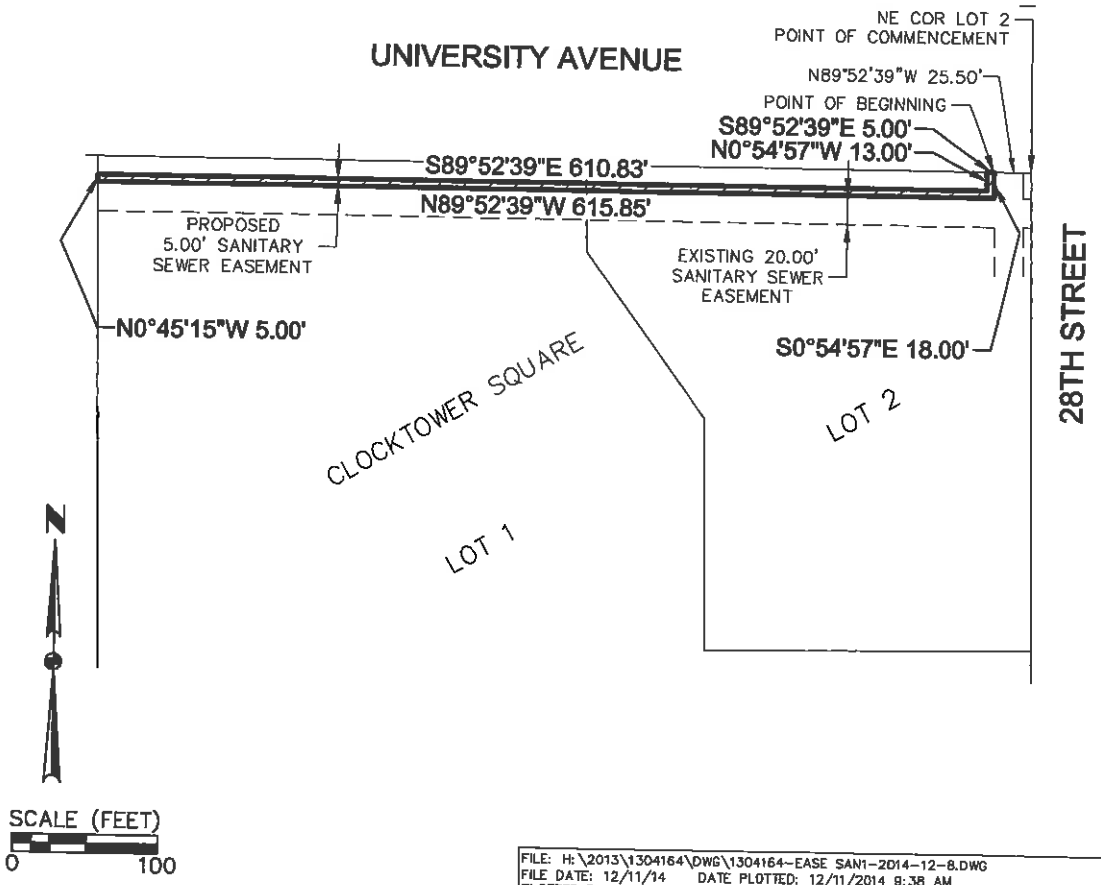
OWNER

CLOCKTOWER SQUARE BACELINE LLC
1391 SPEER BLVD STE 800
DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°52'39" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°54'57" EAST, 18.00 FEET; THENCE NORTH 89°52'39" WEST, 615.85 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°45'15" WEST ALONG SAID WEST LINE, 5.00 FEET; THENCE SOUTH 89°52'39" EAST, 610.83 FEET; THENCE NORTH 0°54'57" WEST, 13.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89°52'39" ALONG SAID NORTH LINE, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,144 SQUARE FEET.



FILE: H:\2013\1304164\DWG\1304164-EASE SAN1-2014-12-8.DWG
FILE DATE: 12/11/14 DATE PLOTTED: 12/11/2014 9:38 AM
PLOTTED BY: MIKE LEE

1/1
1304.164

LOTS 1-2, CLOCKTOWER SQUARE EASEMENT PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'B' - EASEMENT PLAT

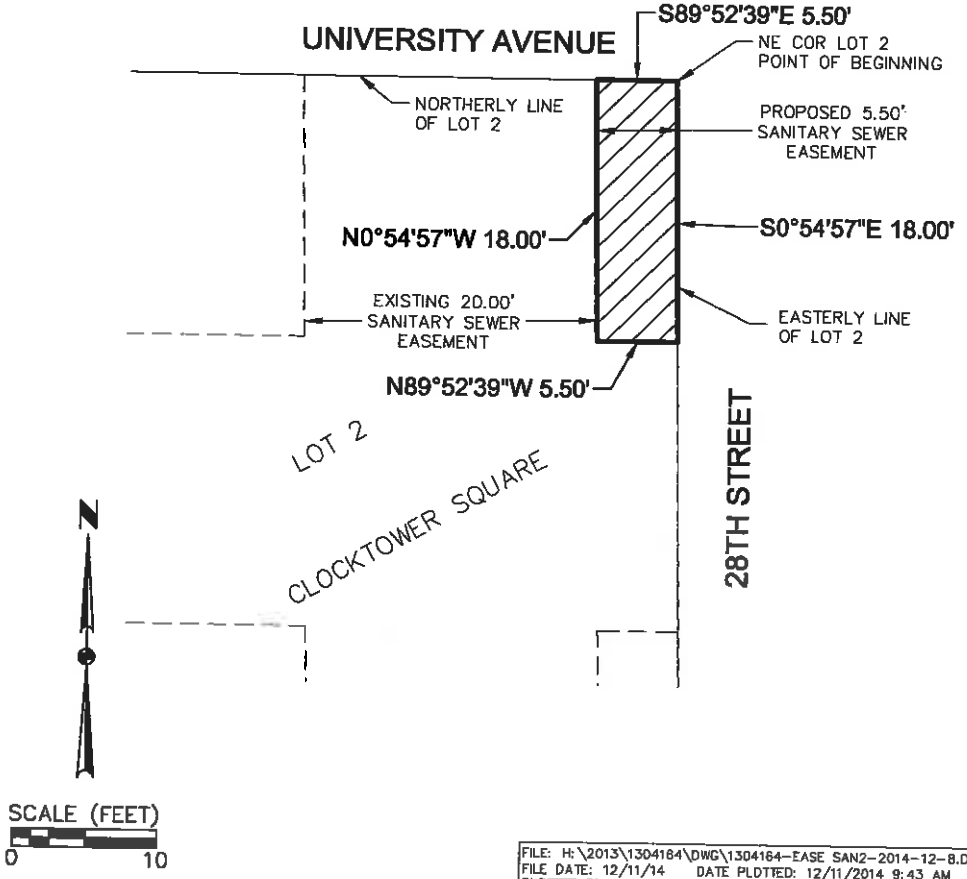
OWNER

CLOCKTOWER SQUARE BACELINE LLC
1391 SPEER BLVD STE 800
DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0°54'57" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE NORTH 89°52'39" WEST, 5.50 FEET; THENCE NORTH 0°54'57" WEST, 18.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°52'39" EAST ALONG SAID NORTH LINE 5.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 99 SQUARE FEET.



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FILE DATE: 12/11/14 DATE PLOTTED: 12/11/2014 9:43 AM
PLOTTED BY: MIKE LEE

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1304.164

LOT 2,
CLOCKTOWER SQUARE
EASEMENT PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'C' - EASEMENT PLAT

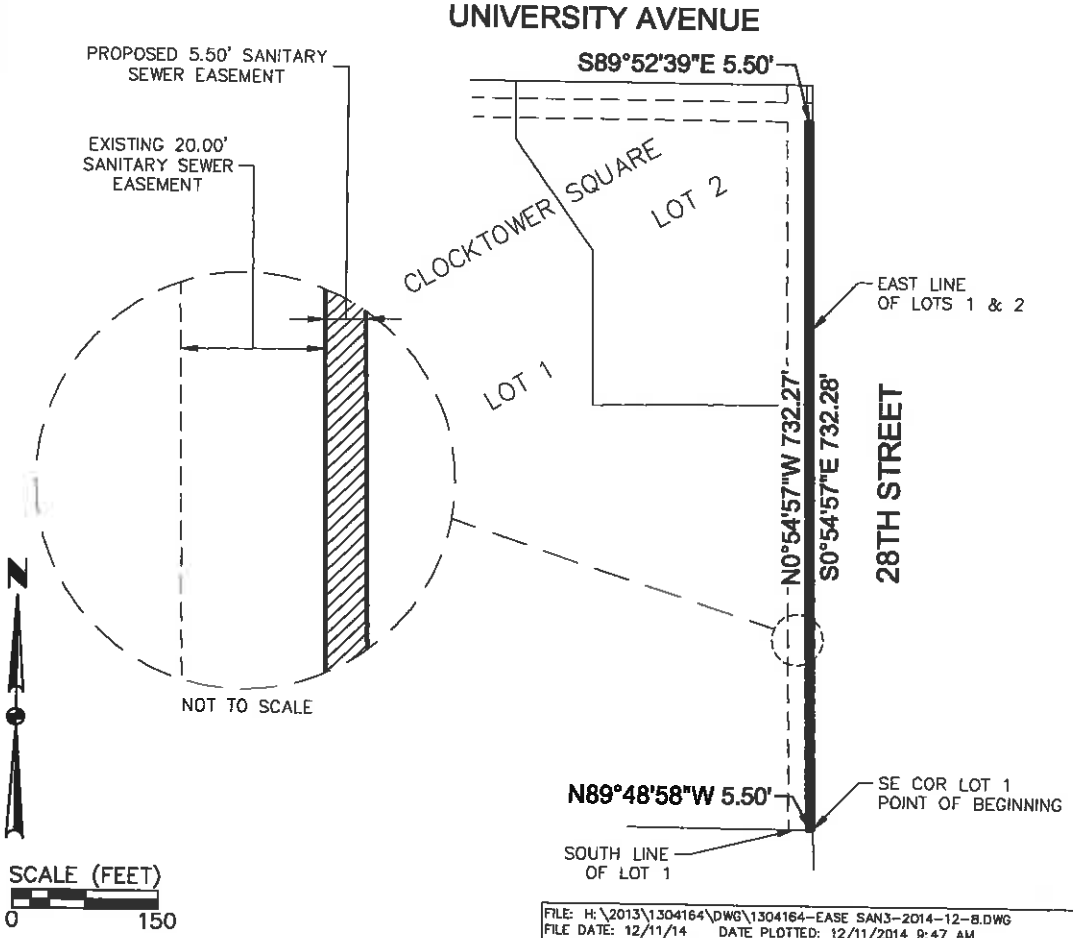
OWNER

CLOCKTOWER SQUARE BACELINE LLC
1391 SPEER BLVD STE 800
DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, CLOCKTOWER SQUARE; THENCE NORTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 5.50 FEET; THENCE NORTH 0°54'57" WEST, 732.27 FEET; THENCE SOUTH 89°5239" EAST, 5.50 FEET TO THE EAST LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 0°54'57" EAST ALONG SAID EAST LINE, 732.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,028 SQUARE FEET.



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FILE DATE: 12/11/14 DATE PLOTTED: 12/11/2014 9:47 AM
PLOTTED BY: MIKE LEE

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1304.164

LOTS 1 & 2, CLOCKTOWER SQUARE EASEMENT PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'D' - EASEMENT PLAT

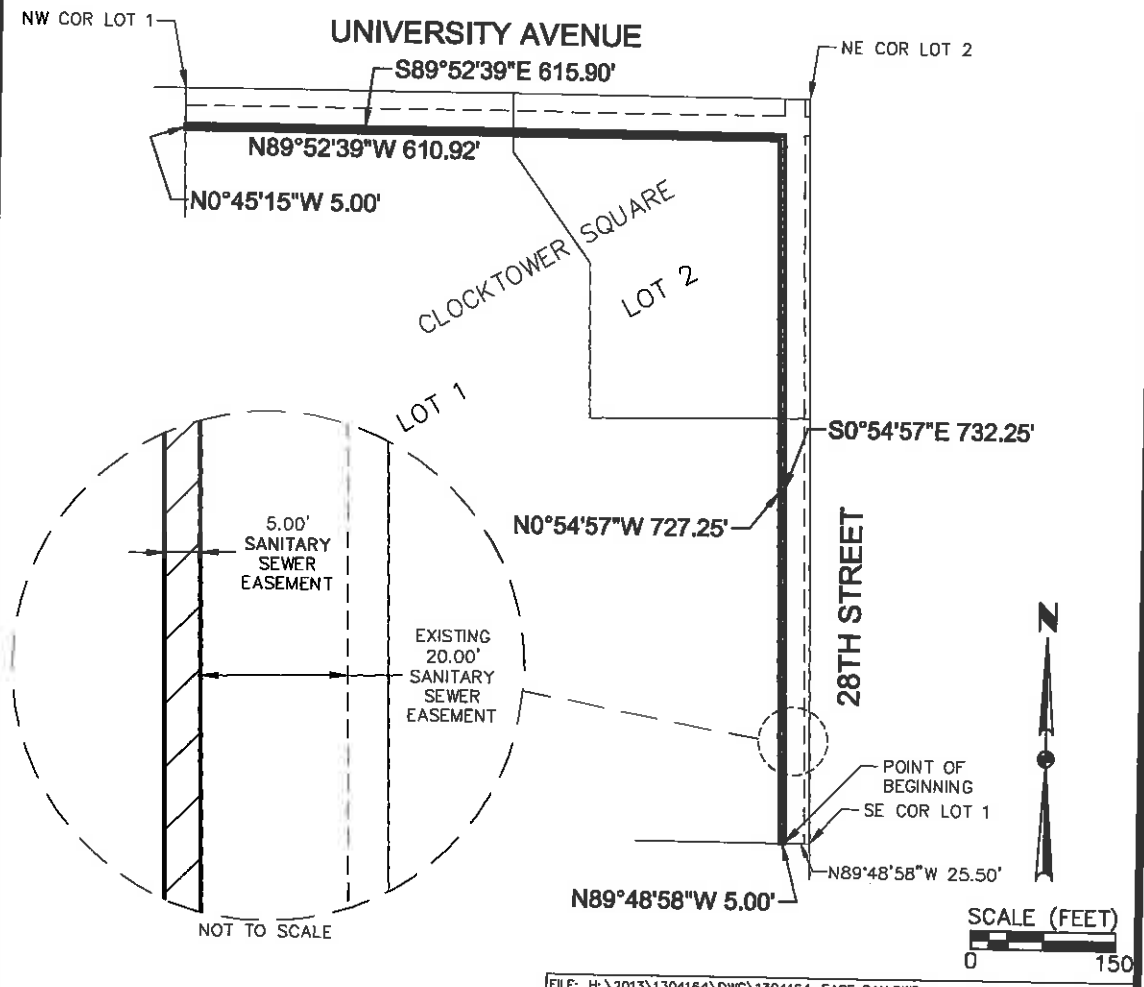
OWNER

CLOCKTOWER SQUARE BACELINE LLC
1391 SPEER BLVD STE 800
DENVER, CO 80204-2508

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF LOT 1 AND A PART OF LOT 2, CLOCKTOWER SQUARE, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, CLOCKTOWER SQUARE; THENCE NORTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°48'58" WEST ALONG SAID SOUTH LINE, 5.00 FEET; THENCE NORTH 0°54'57" WEST, 727.25 FEET; THENCE NORTH 89°52'39" WEST, 610.92 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°45'15" WEST ALONG SAID WEST LINE, 5.00 FEET; THENCE SOUTH 89°52'39" EAST, 615.90 FEET; THENCE SOUTH 0°54'57" EAST, 732.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,716 SQUARE FEET).



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FILE DATE: 12/11/14 DATE PLOTTED: 12/11/2014 9:57 AM
PLOTTED BY: MIKE LEE

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LOTS 1 - 2, CLOCKTOWER SQUARE EASEMENT PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410