4(k)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: October 31, 2016

ITEM:

Resolution - Approval and Acceptance of Easement
Grand Avenue Siphon Replacement Project
City of Des Moines

FINANCIAL IMPACT:

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

BACKGROUND:

Property interests for the Grand Avenue Siphon Replacement Project have been acquired through negotiation from the City of Des Moines. The attached resolution formally accepts the easements and authorizes the filing of all relevant documents. The City of Des Moines City Council approved conveyance of this easement on May 23, 2016.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting the Easement for Grand Avenue Siphon Replacement Project

Lead Staff Member: Duane Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Styles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	October 24, 2016		
Recommendation	Yes	No	Split

RESOLUTION AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND EASEMENTS FOR THE CONSTRUCTION OF THE GRAND AVENUE SIPHON REPLACEMENT PROJECT, PROJECT NUMBER 0510-048-2015

WHEREAS, on December 14, 2015, the City Council approved the acquisition of property, for the project; and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has negotiated acquisition of easements necessary for the Project; and

WHEREAS, documents conveying property interests for easements necessary to complete the project have been presented to the City for approval; 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:

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.

2. The City Clerk is directed to certify the Council's approval and acceptance.

3. The documents shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this **31st** day of **October, 2016.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

CITY OF DES MOINES
ENGINEERING DEPARTMENT

June 8, 2016

Veenstra And Kimm, Inc.
Attn: Bob Veenstra
3000 Westown Pkwy
West Des Moines, IA 50266-1320

Re: Permanent and Perpetual Sanitary Sewer Easement

Mr. Veenstra,

Enclosed for acceptance by the City of West Des Moines is the Permanent and Perpetual Sanitary Sewer Easement and a copy of the City of Des Moines City Council resolution approving the conveyance. The easement will need to be filed of record with the Polk County Recorder's Office and a copy of the recorded document returned to me.

Thank you for your assistance. Please feel free to contact me if you have any questions.

Regards,

David DeForest Colvig
Real Estate Coordinator
City of Des Moines
400 Robert D. Ray Drive
Des Moines, IA 50309
515.283.4984
djcolvig@dmgov.org

RECEIVED
JUN 10 2016
V&K

32/111000

★ **Roll Call Number**
16-0887

Agenda Item Number
51

Date May 23, 2016

HOLD HEARING FOR CONVEYANCE OF A SANITARY SEWER EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 63RD STREET AND GRAND AVENUE TO THE CITY OF WEST DES MOINES, IOWA, FOR THE CITY OF WEST DES MOINES' GRAND AVENUE SIPHON REPLACEMENT PROJECT FOR $1.00

WHEREAS, a permanent sanitary sewer easement and temporary construction easement has been requested by the City of West Des Moines, Iowa, across property owned by the City of Des Moines, Iowa, located at the southeast corner of Grand Avenue and 63rd Street, for the West Des Moines' Grand Avenue Siphon Replacement Project, which involves replacing an existing West Des Moines sanitary sewer;. and

WHEREAS, the City of Des Moines ("City") needs to grant the requested easement in order for the City of West Des Moines to proceed with the above referenced project.

WHEREAS, the City has no current or anticipated public need for the easement interests proposed to be conveyed, and the City will not be inconvenienced by the conveyance of said permanent sanitary sewer easement and temporary construction easement; and

WHEREAS, on May 9, 2016, by Roll Call No. 16-0761, it was duly resolved by the City Council of the City of Des Moines, Iowa, that the proposed conveyance of said permanent sanitary sewer easement and temporary construction easement be set down for hearing on May 23, 2019, at 5:00 p.m., in the City Council Chambers; and

WHEREAS, due notice of said proposal to convey said permanent sanitary sewer easement and temporary construction easement was given as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with City Council direction, those interested in the proposed conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa:

1. Upon due consideration of the facts and statements of interested persons, any and all objections to the proposed conveyance of the permanent sanitary sewer easement and temporary construction easement, as described below, are hereby overruled and the hearing is closed.

2. There is no public need or benefit for the easement interests proposed to be conveyed, and the public would not be inconvenienced by reason of the conveyance of the permanent sanitary sewer easement and temporary construction easement across property owned by the City of Des Moines,

★ **Roll Call Number**

16-0887

Agenda Item Number

57

Date May 23, 2016

Iowa, located at the southeast corner of Grand Avenue and 63rd Street, legally described as follows, to the City of West Des Moines, Iowa for $1.00, and said conveyance be and is hereby approved:

A permanent sanitary sewer easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said permanent easement being more particularly described as follows:

> Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 45.00 feet along the North line of said Lot 6; thence North 12°19'48" West, 128.77 feet to the South line of an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in the Polk County Recorder's Office; thence South 71°03'10" East, 24.74 feet along said South line; thence South 88°50'49" East, 29.67 feet along said South line; thence South 12°19'48" East, 94.11 feet to the West line of Tract A as recorded in Book 6506 on Page 13 in said County Recorder's Office; thence South 01°31'03" West, 25.26 feet along said West line of Tract A to the point of beginning. Containing 6,028 square feet, more or less.

AND

A temporary construction easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said temporary easement being more particularly described as follows:

> Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 90.00 feet along the North line of said Lot 6 to the Northwest corner thereof; thence North 11°30'32" East, 85.36 feet; thence North 71°03'10" West, 101.31 feet to the West line of said Outlot "X", said line also being the East right-of-way line of 63rd Street; thence North 00°01'22" West, 79.78 feet along said West line of Outlot "X" and said East right-of-way line of 63rd Street to the South right-of-way line of Grand Avenue; thence North 89°59'06" East, 174.02 feet along said South right-of-way to the West line of Tract A as recorded in a plat of survey in Book 6506 on Page 13 in the Polk County Recorder's Office; thence South 01°31'03" West, 196.48 feet along said West line of Tract A to the point of beginning, excluding an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in said Polk County Recorder's Office and excluding perpetual easement exhibit PE-1. Containing 15,165 square feet, more or less.

★ **Roll Call Number** 16-0887

Agenda Item Number 51

Date May 23, 2016

3. The Mayor is authorized and directed to sign the Permanent Sanitary Sewer Easement, which contains the temporary construction easement, for the conveyance as identified ~~above, and~~ the City Clerk is authorized and directed to attest to the Mayor's signature.

4. The City Clerk is authorized and directed to forward the original of the Permanent Sanitary Sewer Easement, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Real Estate Division of the Engineering Department for the purpose of causing the Permanent Sanitary Sewer Easement to be recorded.

5. The Real Estate Division Manager is authorized and directed to forward the original of the Permanent Sanitary Sewer Easement, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.

6. Upon receipt of the recorded documents back from the Polk County Recorder, the Real Estate Division Manager shall mail the original of the Permanent Sanitary Sewer Easement which contains the temporary construction easement to the grantees.

7. There are no proceeds associated with this transaction.

Moved by Hensley to adopt.

APPROVED AS TO FORM:

Lisa A. Wieland, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
COLEMAN	✓			
GATTO	✓			
GRAY	✓			
HENSLEY	✓			
MOORE	✓			
WESTERGAARD	✓			
TOTAL	7			

MOTION CARRIED APPROVED

T. M. Franklin Cownie Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Diane Rauh City Clerk

PERMANENT AND PERPETUAL
SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Easement.

The undersigned, **City of Des Moines, Iowa,** a municipal corporation (hereinafter referred to as the "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, do 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 Sanitary Sewer Easement (hereinafter referred to as the "Easement Area") upon, over, under, through, and across the real property legally described as:

See attached **Exhibit "PE-1"**.

2. Use and Purpose of Easement.

This Easement shall be granted for the purpose of the City constructing and permanently maintaining a sanitary sewer, allowing the City to enter at any time upon and into the Easement Area as shown on the attached **Exhibit "PE-1",** and allowing the City to use as much of the surface and subsurface of said Easement Area to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the sanitary sewer whenever necessary, subject to the following terms and conditions:

a) The Grantor reserves and retains all other property rights in and to the Easement Area, including but not limited to the right to utilize the same to construct driveways, trails and sidewalks or to install underground utilities. No structure or building of any kind whatsoever shall be erected within the Easement Area without the express written consent of the City. The installation of driveways, trails, sidewalks or other objects installed or placed in the Easement Area shall be subject to removal and replacement at City's sole expense if necessary for City to access the Easement Area for its intended purpose now or in the future. The construction of any underground utilities shall not interfere with the use of the Easement Area by the City for its intended purpose.

b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.

c) 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 of

time. Upon completion of work performed by the City, the Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, including but not limited to the replacement of trees and/or landscaping, driveways, trails, sidewalks or other objects placed in the Easement Area as set forth in paragraph 2(a), above. 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. The City shall also be responsible for facilitating detours during the construction period, which shall require approval of all detour routes by the Grantor's Traffic Division.

d) Nothing in this Permanent and Perpetual Sanitary Sewer Easement 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, its employees, its agents, its contractors, or assigns.

3. Grant of Temporary Construction 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 Area") upon, over, under, through and across the real property as shown and legally described on the attached **Exhibit "TE-1"** located in the City of Des Moines, Polk County, Iowa. This Temporary Construction Easement terminates the date the City Council of the City accepts the sanitary sewer improvements to be constructed by the City in these Temporary Easement Areas.

Use and Purpose of Temporary Construction Easement.

This Temporary Construction Easement shall be granted 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 surveying, grading, storing materials and equipment, and providing access during the construction of the sanitary 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, subject to the following terms and conditions:

a) The City shall remove all materials and equipment from the above-described premises and restore the premises in accordance with the terms set forth in paragraph 2(c) herein prior to acceptance of the above-described project by the City.

b) No structure or building of any kind whatsoever shall be erected within the Temporary Easement Area without the express written consent of the City.

c) Nothing in this Temporary Construction 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 (i.e. utility companies) other than the City, its employees, its agents, its contractors, or assigns.

4. Hold Harmless.

City and City's successors and assigns shall indemnify, defend and hold harmless the Grantor from and against any and all liability, losses, and damages to property or bodily injury or death to any person, including payments made under workers' compensation laws, arising out of or in any way connected with the use of the Easement Area, Temporary Easement Area, or any part thereof, by City or any person claiming through or under City. The obligation of City and City's successors and assigns to indemnify, defend and hold harmless shall include the obligation to pay all reasonable expenses incurred by the Grantor in defending itself with regard to any of the aforementioned claims, including all out-of-pocket expenses such as reasonable attorney's fees and the reasonable value of any services rendered by the Legal Department of the City or any other officers or employees of the City.

5. Duration.

The terms and conditions of this Easement are binding upon the Grantor(s) including, but not limited to, future owners, assignees, 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 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 gender neutral, according to the 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" shall refer to **the City of Des Moines, Iowa**, assigns, successors-in-interest, or lessees, if any.

9. 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.

10. 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.

11. Special Provisions.

In conjunction with the initial construction of the sanitary sewer and the granting of the Permanent and Perpetual Sanitary Sewer Easement and Temporary Construction Easement, the City hereby agrees as follows:

a) The City shall establish and maintain a detour route for the existing trail along the east bank of Walnut Creek, and said trail detour shall be subject to the prior written review and approval of Grantor.

b) The City shall restore the Grantor's existing parking lot located south of Grand Avenue using the same method or manner of construction as the original parking lot construction.

c) The City shall remove the existing retaining wall and fence and shall replace said retaining wall and fence using materials of construction that match the existing retaining wall and fence.

d) The City shall connect the existing north flowing 8-inch sanitary sewer serving the property at 6224 Grand Avenue to the City's new sewer.

e) The City shall cause to be properly abandoned and left in place the existing 15-inch sanitary sewer west of the manhole located on the property at 6222 Grand Avenue, with said manhole being the manhole located west of the building occupying the property at 6222 Grand Avenue.

f) The City shall agree to assign its interests in the existing 15-inch sanitary sewer, including accompanying easements, to the Grantor for that portion of said 15-inch sanitary sewer located east of the abandoned section referenced in paragraph 11(d) above.

Dated this 23rd day of May, 2016.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 23rd day of May, 2016.

ATTEST

By: _____
Diane Rauh, City Clerk

CITY OF DES MOINES, IOWA

By: _____
T.M. Franklin Cownie, Mayor

APPROVED AS TO FORM

Lisa A. Wieland
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 23rd day of May, 2016 before me, the undersigned, a Notary Public, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 16-0887 adopted by the City Council on the 23rd day of May, 2016, and that T. M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Laura L Baumgartner
Notary Public in the State of Iowa

NOTARIAL SEAL IOWA
LAURA L. BAUMGARTNER
COMMISSION NO. 180668
MY COMMISSION EXPIRES
Aug. 14, 2016

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 Sanitary Sewer Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on the _____ day of _____, 20__, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 20__.

CITY OF WEST DES MOINES, IOWA

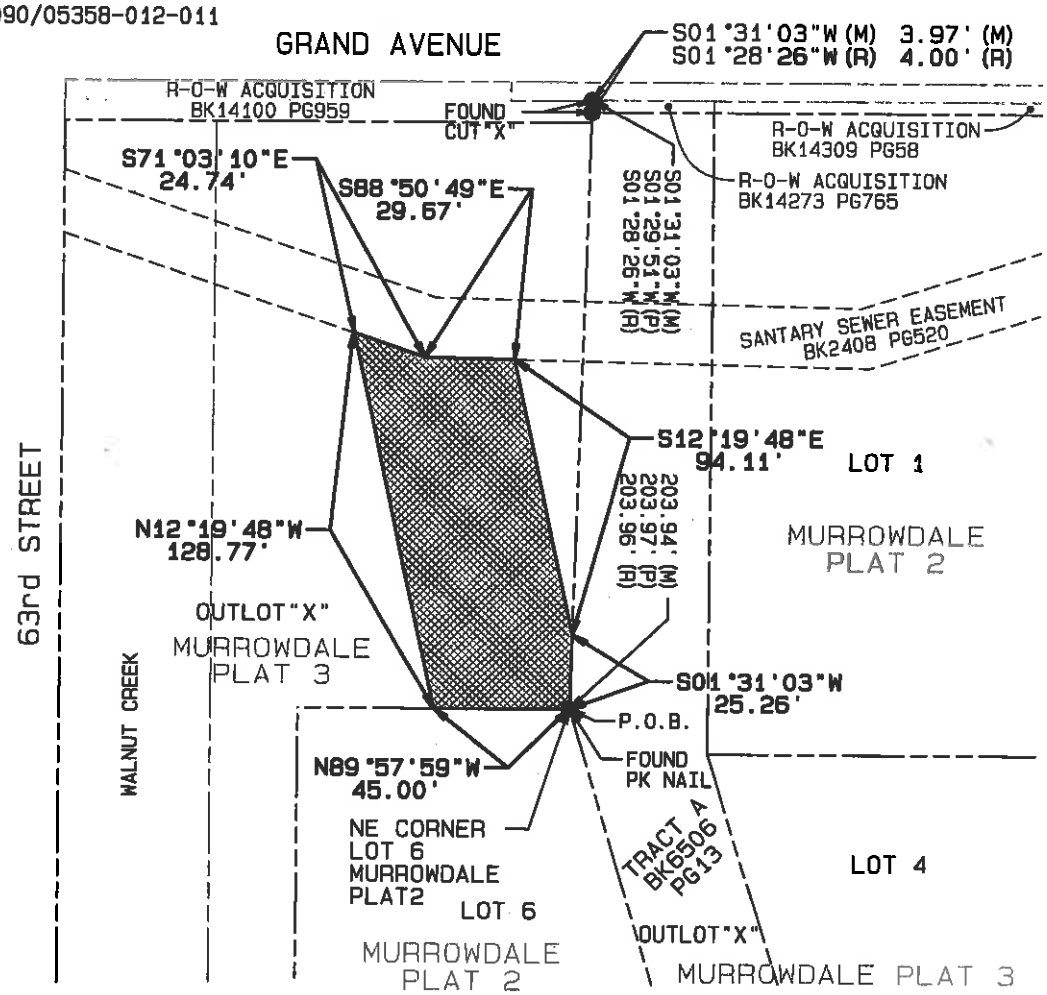
BY: Ryan T. Jacobson
Ryan T. Jacobson, City Clerk

ACQUISITION PLAT

FOR PERPETUAL SANITARY SEWER EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

OWNER:
CITY OF DES MOINES
BOOK 11422 **PAGE** 43
PARCEL ID:
090/05358-012-011

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312



DRAWN TJP CHECKED BJM APPROVED HRV DATE 11-20-15

LEGEND

- ● FOUND MONUMENT AS NOTED
- (M) AS MEASURED DISTANCE OR BEARING
- (R) AS RECORDED DISTANCE OR BEARING
- (P) AS PLATTED DISTANCE OR BEARING
- PERPETUAL EASEMENT 6,028 SQUARE FEET

GRID NORTH
IOWA RTN
SOUTH ZONE

1"=50'
0 50 100

GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015
REV 1, 02-25-16: CHANGED ALIGNMENT
REV 2, 04-29-16: CORRECTED PER CITY COMMENTS

EJS 5-3-16

I hereby certify that this land surveying document was prepared and the related survey 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.

Signed Date
Bobby J. Maddaleno PLS 5-2-16
Bobby J. Maddaleno, P.L.S.
Iowa License No. 19960
My license renewal date is December 31, 2017
Drawings covered by this seal: Sheet 1 of 2 and Sheet 2 of 2

PROFESSIONAL LAND SURVEYOR
Bobby J. Maddaleno
No. 19960
IOWA

Rev/By	
Rev1/TJP	
Rev2/TJP	

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT PE-1

SHEET 1 OF 2

102205

ACQUISITION PLAT

FOR PERPETUAL SANITARY SEWER EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312

OWNER:
CITY OF DES MOINES

BOOK 11422 **PAGE** 43

PARCEL ID:
090/05358-012-011

LEGAL DESCRIPTION

A perpetual sanitary sewer easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said perpetual easement being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 45.00 feet along the North line of said Lot 6; thence North 12°19'48" West, 128.77 feet to the South line of an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in the Polk County Recorder's Office; thence South 71°03'10" East, 24.74 feet along said South line; thence South 88°50'49" East, 29.67 feet along said South line; thence South 12°19'48" East, 94.11 feet to the West line of Tract A as recorded in Book 6506 on Page 13 in said County Recorder's Office; thence South 01°31'03" West, 25.26 feet along said West line of Tract A to the point of beginning.

Containing 6,028 square feet, more or less.

DRAWN TJP CHECKED BJM APPROVED HRV DATE 11-20-15

GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015
REV 1, 02-25-16: CHANGED ALIGNMENT
REV 2, 04-29-16: CORRECTED PER CITY COMMENTS

EJS 5-3-16

Rev1/TJP	VEENSTRA & KIMM, INC. 3000 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266-1320 515-225-8000
Rev2/TJP	
	EXHIBIT PE-1
Rev/By	SHEET 2 OF 2

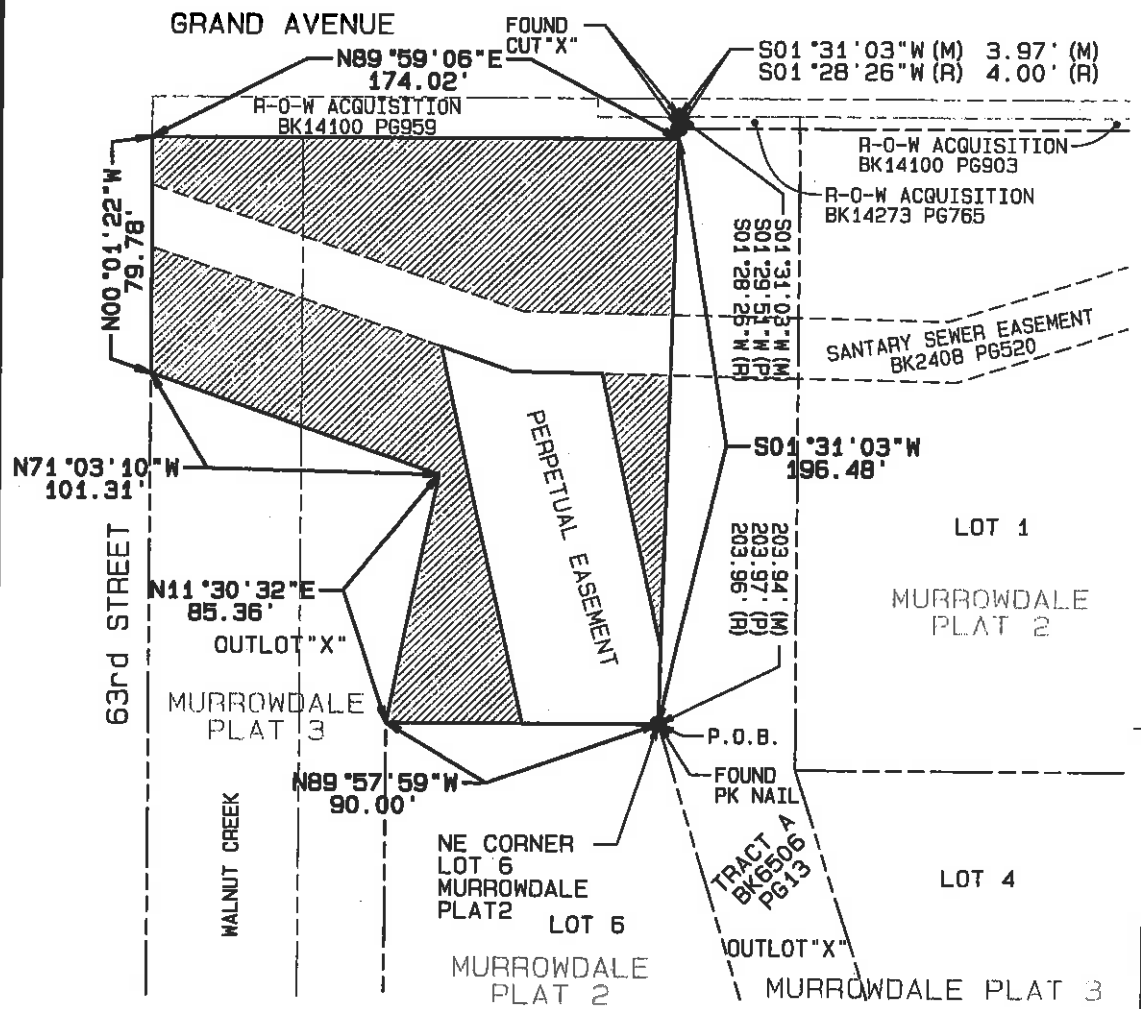
102205

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

OWNER:
CITY OF DES MOINES
BOOK 11422 **PAGE** 43
PARCEL ID:
090/05358-012-011

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312



LEGEND

- ● FOUND MONUMENT AS NOTED
- (M) AS MEASURED DISTANCE OR BEARING
- (R) AS RECORDED DISTANCE OR BEARING
- (P) AS PLATTED DISTANCE OR BEARING
- TEMPORARY EASEMENT 16,165 SQUARE FEET

GRID NORTH
IOWA RTN
SOUTH ZONE

1"=50'
0 50 100

GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015
REV 1, 02-25-16: CHANGED ALIGNMENT

Rev/By	
Rev1/TJP	VEENSTRA & KIMM, INC. 3000 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266-1320 515-225-8000
	EXHIBIT TE-1
	SHEET 1 OF 2

DRAWN TJP CHECKED BJM APPROVED HAV DATE 11-20-15

102205

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST DES MOINES, IOWA

ADDRESS:
6200 BLOCK OF GRAND AVE
DES MOINES, IA 50312

OWNER:
CITY OF DES MOINES

BOOK 11422 **PAGE** 43

PARCEL ID:
090/05358-012-011

LEGAL DESCRIPTION

A temporary construction easement located in Outlot "X", Murrowdale Plat 3, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa. Said temporary easement being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Murrowdale Plat 2, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa; thence North 89°57'59" West (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 90.00 feet along the North line of said Lot 6 to the Northwest corner thereof; thence North 11°30'32" East thence North 71°03'10" West, 101.31 feet to the West line of said Outlot "X", said line also being the East right-of-way line of 63rd Street; thence North 00°01'22" West, 79.78 feet along said West line of Outlot "X" and said East right-of-way line of 63rd Street to the South right-of-way line of Grand Avenue; thence North 89°59'06" East, 174.02 feet along said South right-of-way to the West line of Tract A as recorded in a plat of survey in Book 6506 on Page 13 in the Polk County Recorder's Office; thence South 01°31'03" West, 196.48 feet along said West line of Tract A to the point of beginning, excluding an existing sanitary sewer easement as recorded in Book 2408 on Page 520 in said Polk County Recorder's Office and excluding perpetual easement exhibit PE-1.

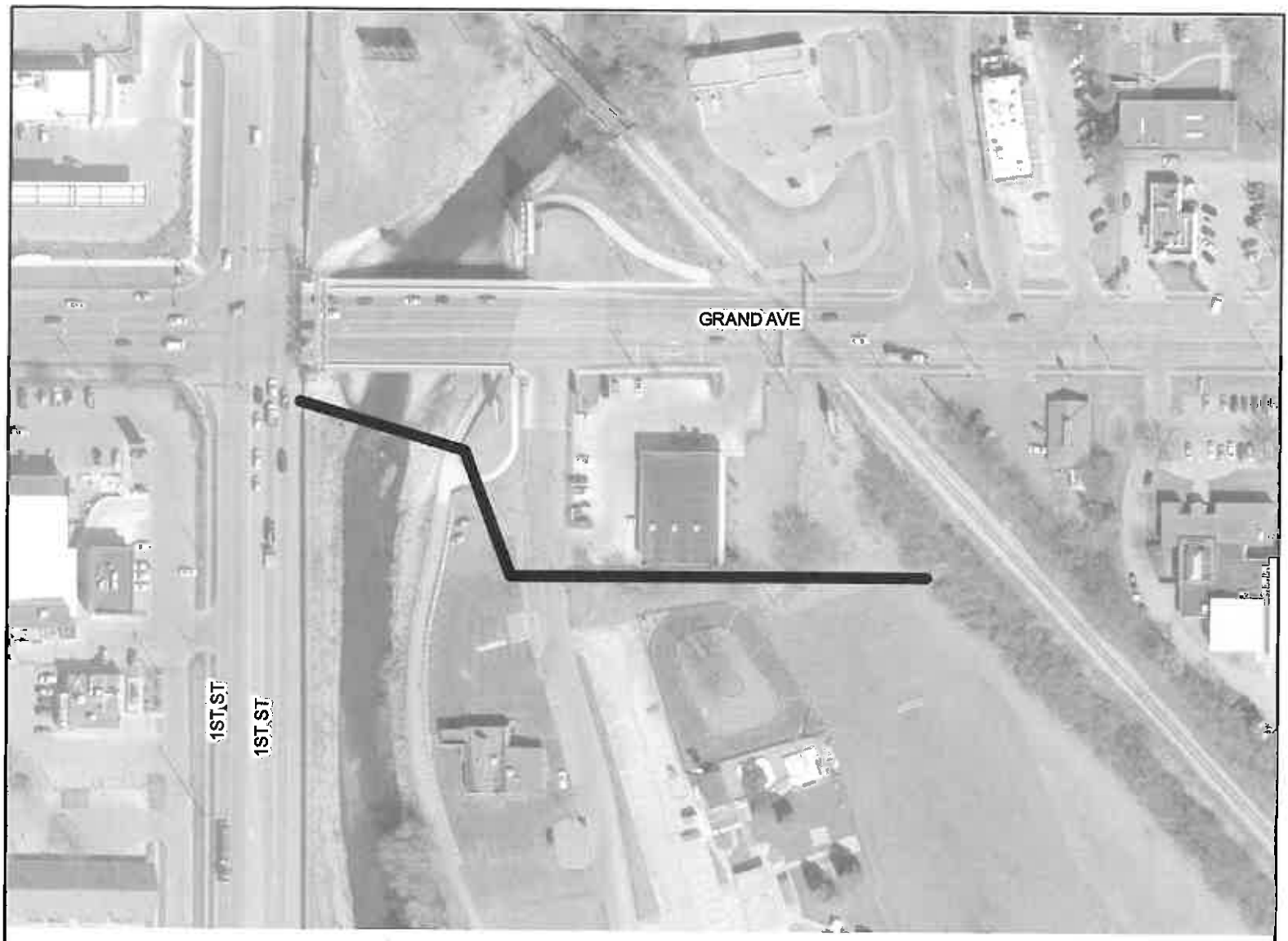
Containing 15,165 square feet, more or less.

DRAWN TJP CHECKED BJM APPROVED HRV DATE 11-20-15

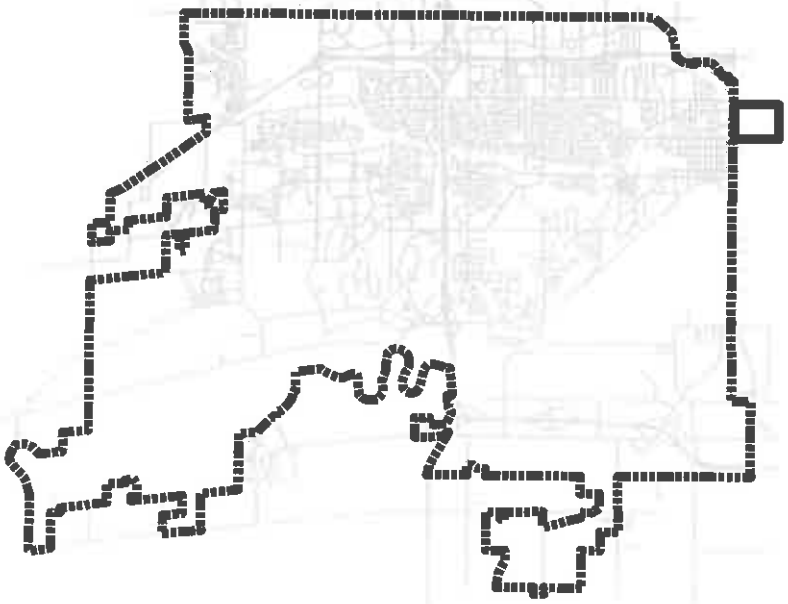
GRAND AVENUE SIPHON REPLACEMENT
PROJECT NO: 0510-048-2015
REV 1, 02-25-16: CHANGED ALIGNMENT

Rev/By	
Rev1/TJP	VEENSTRA & KIMM, INC. 3000 WESTOWN PARKWAY WEST DES MOINES, IOWA 50266-1320 515-225-8000
	EXHIBIT TE-1
	SHEET 2 OF 2

102205



VICINITY MAP



LEGEND

PROJECT LOCATION

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THE CITY OF WEST DES MOINES	PROJECT:	**Approval and Acceptance of Easement Grand Ave. Siphon Replacement**		
	LOCATION:	**1st Street & Grand Avenue**		
	DRAWN BY: JDR	DATE: 10/20/2016	PROJECT: 0510-048-2015	SHT. 1 of 1