CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: September 3, 2019

ITEM: Bassman Plat of Survey, 33799 Rockwood Lane – Subdivide property into 2 single family lots – Julie Bassman– POS-004464-2019

RESOLUTION: Approval and Release of Plat-of-Survey

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Vince Piagentini of Abaci Consultants, on behalf of Julie Bassman and with permission from the owner, Stephen and Mi Kyung Cunningham, is requesting an extraterritorial approval of a Plat of Survey for 10.24 acres located at 33799 Rockwood Lane. The property is not within the city's corporate boundaries. The plat-of-survey will create a 6.42 acre and a 3.82 acre property for the future construction of a single-family home.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on July 1, 2019, as an informational item only. The Subcommittee expressed support of the development.

OUTSTANDING ISSUES: There are no outstanding issues. Staff would note the following:

- Street Access: The new parcel created with this plat of survey (Parcel 19-70) is land locked without direct frontage to a paved public street. Per code, new developable low density lots or parcels created in the city must have no less than 50 feet of access frontage. The applicant has worked with the adjacent property owner to the north to obtain a 50 foot wide access easement. That easement provides access to the future extension of Bridgewood Boulevard and brings the proposal into compliance with code.

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Plat-of-Survey to create 2 single family lots, subject to the applicant complying with all applicable City Code requirements and the following:

1. Applicant acknowledging and agreeing that construction of any structure is not allowed on the property until such time that Bridgewood Boulevard's pavement is extended to the access point created by the Private Access Easement recorded in Book 2019, Page 15618 with the Dallas County Recorder's Office.

2. Applicant acknowledging and agreeing that the extension of Bridgewood Boulevard is prompted by future development to the west, and the extension construction is not the applicant's responsibility.

3. Applicant acknowledging and agreeing that at such time as Bridgewood Boulevard is constructed, the portion of the private access easement that extends into the City's ROW shall be terminated.

Lead Staff Member: J. Bradley Munford JBM

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a	
Date(s) Published	n/a	
Letter sent to surrounding property owners		n/a

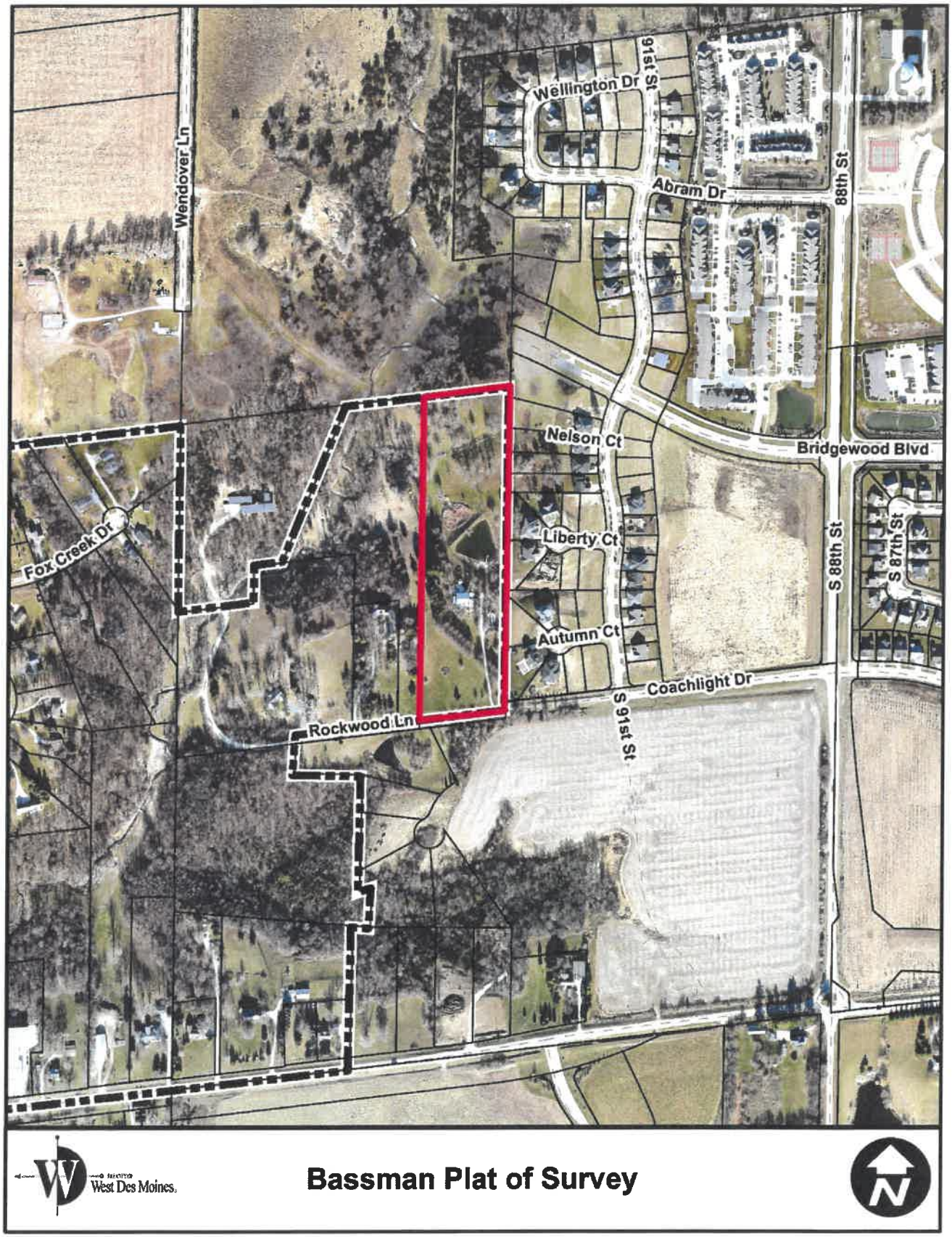
SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	July 1, 2019		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Location Map
Exhibit II - Plat-of-Survey
Exhibit III - Private Access Easement
Exhibit IV - Preliminary Driveway Concept
Exhibit V - Resolution: Approval and Release of Plat-of-Survey
Exhibit A - Conditions of Approval

EXHIBIT I



Bassman Plat of Survey

EXHIBIT II

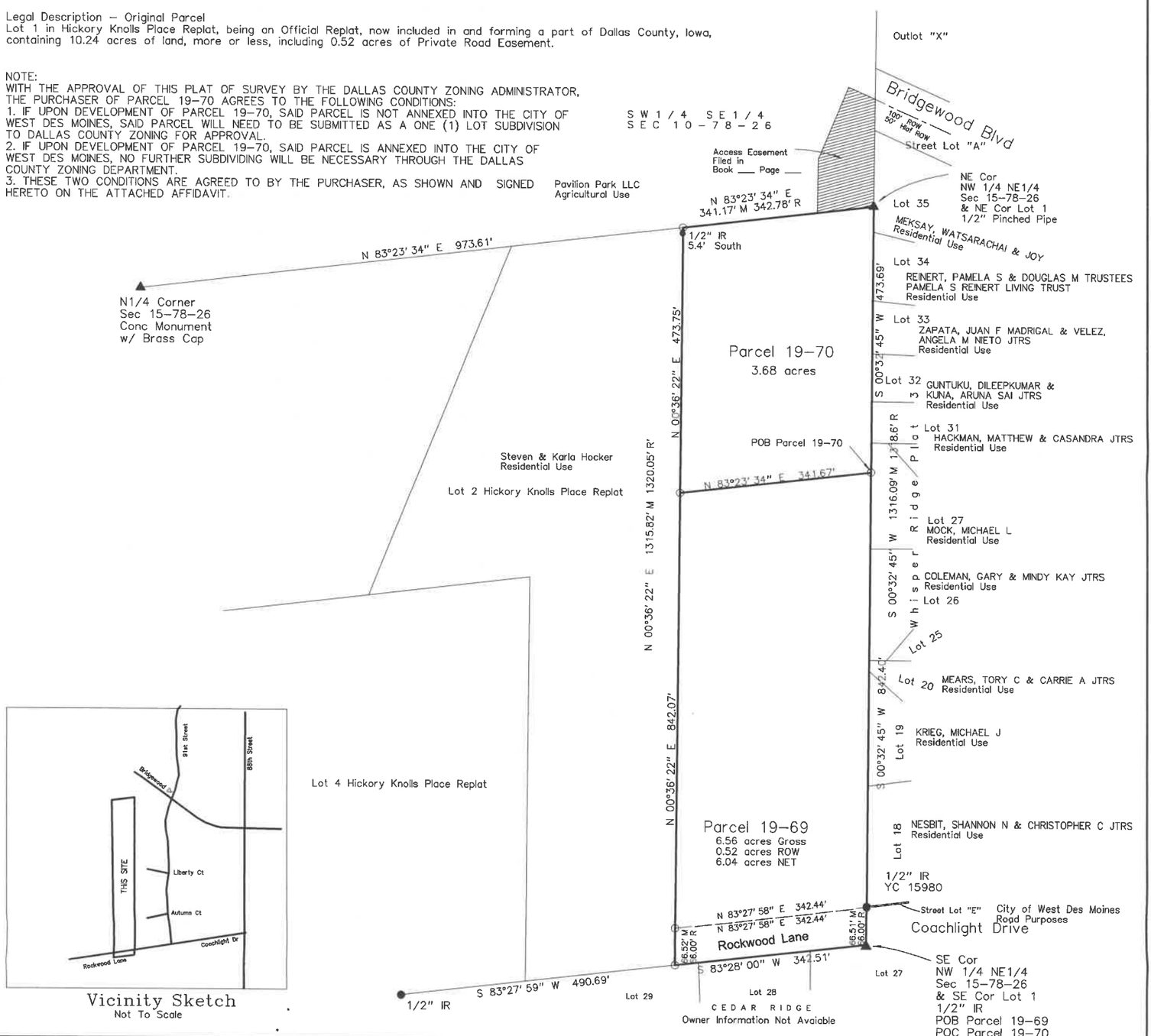
INDEX LEGEND	PLAT OF SURVEY PARCEL 19-69 & 19-70 OF LOT 1 HICKORY KNOLSS PLACE REPLAT	
COUNTY: Dallas SITE ADDRESS: 33799 Rockwood Lane CITY: West Des Moines PARCEL DESIGNATION: Parcels 19–69 & 19–70 SUBDIVISION NAME: Hickory Knolls Place Replat BLOCK: LOT(S): 1 PROPRIETOR: Julie Bassman REQUESTED BY: CUNNINGHAM, STEPHEN P & MI KYUNG Z SURVEYOR NAME: Vincent E. Piagentini		
PREPARED BY & RETURN TO: ABACI CONSULTING INC, 3000 SE GRIMES BLVD, STE 800, GRIMES, IA 50111, PH(515)986-5048		*THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY*

Legal Description – Parcel 19–69
All that part of Lot 1 in Hickory Knolls Place Replat, being an Official Replat, now included in and forming a part of Dallas County, Iowa, more particularly described as follows: Beginning at the Southeast Corner of said Lot 1, thence South 83°28' 00" West, along the South line of said Lot 1, a distance of 342.51 feet, to the Southwest Corner of said Lot 1; thence North 00°36' 22" East, along the West line of said Lot 1, a distance of 842.07 feet; thence North 83°23' 34" East, a distance of 341.67 feet, to a point on the East line of said Lot 1; thence South 00°32' 45" West, along the East line of said Lot 1, a distance of 842.40 feet to the Point of Beginning, and containing 6.56 acres of land, more or less, including 0.52 acres of Private Road Easement.

Legal Description – Parcel 19–70
All that part of Lot 1 in Hickory Knolls Place Replat, being an Official Replat, now included in and forming a part of Dallas County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of said Lot 1, thence North 00°32' 45" East, along the East line of said Lot 1, a distance of 842.40 feet to the Point of Beginning, thence South 83°23' 34" West, a distance of 341.67 feet, to a point on the West line of said Lot 1; thence North 00°36' 22" East, along the West line of said Lot 1, a distance of 473.75 feet, to the Northwest Corner of said Lot 1; thence North 83°23' 34" East, along the North line of said Lot 1, a distance of 341.17 feet, to the Northeast Corner of said Lot 1; thence South 00°32' 45" West, along the East line of said Lot 1, a distance of 473.69 feet to the Point of Beginning, and containing 3.68 acres of land, more or less.

Legal Description – Original Parcel
Lot 1 in Hickory Knolls Place Replat, being an Official Replat, now included in and forming a part of Dallas County, Iowa, containing 10.24 acres of land, more or less, including 0.52 acres of Private Road Easement.

NOTE:
WITH THE APPROVAL OF THIS PLAT OF SURVEY BY THE DALLAS COUNTY ZONING ADMINISTRATOR, THE PURCHASER OF PARCEL 19–70 AGREES TO THE FOLLOWING CONDITIONS:
1. IF UPON DEVELOPMENT OF PARCEL 19–70, SAID PARCEL IS NOT ANNEXED INTO THE CITY OF WEST DES MOINES, SAID PARCEL WILL NEED TO BE SUBMITTED AS A ONE (1) LOT SUBDIVISION TO DALLAS COUNTY ZONING FOR APPROVAL.
2. IF UPON DEVELOPMENT OF PARCEL 19–70, SAID PARCEL IS ANNEXED INTO THE CITY OF WEST DES MOINES, NO FURTHER SUBDIVIDING WILL BE NECESSARY THROUGH THE DALLAS COUNTY ZONING DEPARTMENT.
3. THESE TWO CONDITIONS ARE AGREED TO BY THE PURCHASER, AS SHOWN AND SIGNED HERETO ON THE ATTACHED AFFIDAVIT.



ABACI CONSULTING, INC.

CIVIL ENGINEERING - LAND SURVEYING
101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

DATE OF SURVEY FIELDWORK: 4/16/19 DRAWING DATE: 7/19/19 DRAFTER: VP PROJECT NO: 18798

Information on the 66' Private Road Right–of–Way of Hickory Knolls Place Replat can be found in Book 5 Page 294, in the Restrictive Covenants.

Comprehensive Plan Land Use Designation: Low Density Residential.

Closure for these parcels is within allowable limits:
1:10,000 for the Boundary (1:721,965)
1:5,000 for Parcels; 19–69(1:461,370), 19–70(1:496,910)

Basis of Bearing For this Drawing: IA RTN Network.

I HEREBY CERTIFY THAT THIS 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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)_____

VINCENT E. PIAGENTINI LICENSED 15982 IOWA PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND:

R	RECORDED DISTANCE
M	MEASURED DISTANCE
C	CALCULATED DISTANCE
●	CORNER MONUMENT FOUND
○	SET 1/2" IR YC 15982 UNLESS NOTED
▲	SECTION CORNER FOUND
△	SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
YC	YELLOW CAP
IR	IRON ROD
IP	IRON PIPE

0 100
Scale 1" = 100'

EXHIBIT III

Doc ID: 007639990007 Type: EASE
Recorded: 08/28/2019 at 12:32:22 PM
Fee Amt: $37.00 Page 1 of 7
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2019 PG 15618

COPY

Prepared by and Return to: Benjamin D. Bruner, 699 Walnut Street, Suite 1600, Des Moines, Iowa 50309 (515) 244-2600

AMENDED AND RESTATED
PRIVATE ACCESS, DRIVEWAY AND UTILITY EASEMENT

THIS AGREEMENT FOR PRIVATE ACCESS, DRIVEWAY AND UTILITY EASEMENT ("Agreement" or "Private Access Easement") is entered into on this 21st day of August, 2019 by and between PAVILION PARK, LC (hereinafter referred to as "Grantor") and MI KYUNG Z. CUNNINGHAM, and JULIE BASSMAN (hereinafter collectively referred to as "Grantees").

WITNESSETH:

THAT, WHEREAS, Grantor and Grantees are parties to that certain Private Access, Driveway and Utility Easement dated as of June 22, 2019 and filed of record on June 28, 2019 in Book 2019, Page 10733 (hereinafter referred to as "Original Easement"); and

WHEREAS, Grantor and Grantees desires to amend and restate the Original Easement, which shall be superseded by this Agreement and otherwise cancelled in all respects; and

WHEREAS, Grantor owns the Burdened Property as defined herein, and Grantees own and or have an interest in the Benefitted Property as defined herein; and

WHEREAS, Grantor is desirous of granting an easement for purposes of access and utilities across part of the Burdened Property in favor of Grantees (and any future owners of said Benefitted Property more particularly described below), and Grantees, in its capacity as the present owner of said Benefitted Property, are desirous of benefitting from such Private Access Easement; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **BENEFITTED PROPERTY**. The legal description of the Benefitted Land is as follows:

LOT 1 HICKORY KNOLLS PLACE REPLAT, DALLAS COUNTY, IOWA ("Benefitted Property")

BURDENED PROPERTY. The legal description of the Burdened Property is as follows:

EASEMENT AREA (AS THAT TERM IS DEFINED HEREIN) AND A TRACT OF LAND IMMEDIATELY ADJACENT TO THE EASEMENT AREA TO THE WEST, TWENTY (20) FEET IN WIDTH, ALONG THE WESTERN LINE OF THE EASEMENT AREA
("Burdened Property")

2. **PRIVATE ACCESS EASEMENT.** Grantor does hereby grant and convey to Grantees, its co-owners, its agents, invitees, successors and assigns, as owner of the Benefitted Property, and any future owners of the Benefitted Property, upon the terms and conditions hereafter set forth, an exclusive private access and utility easement on, through, and across the Easement Area (as defined below) on the following described real estate ("Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPRATED BY REFERENCE ("Easement Area")

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Neither Grantor or Grantees shall erect, cause or permit any obstruction across or within the Easement Area that would materially prohibit the use of the Easement Area as provided for herein without obtaining prior written consent of the other party.

2. **CHANGE OF GRADE.** Grantees shall be allowed to change the grade, elevation or contour of any part of the Easement Area, but only to the extent reasonably required to construct and maintain a private driveway and utility infrastructure from the Benefitted Property to Bridgewood Boulevard.

3. **DRIVEWAY CONSTRUCTION AND MAINTENANCE OF EASEMENT.** Grantees shall be permitted, at their sole cost and expense, to construct, reconstruct, maintain, and repair a private (concrete or asphalt) driveway in the Easement Area to facilitate vehicular and pedestrian ingress and egress to and from the Benefitted Property and Bridgewood Boulevard. Each party shall continue to be responsible for all maintenance, insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to their respective properties, except that Grantees shall be responsible for the same associated with the Easement Area. Except for any damage caused to the Easement Area (and the private driveway to be located therein) by the owners of the Burdened Property, their permittees, agents, licensees, heirs, successors or assigns, the owner of the Benefitted Property, shall be wholly responsible for the construction, reconstruction, maintenance and repair of the Easement Area and shall be solely responsible for maintaining the driveway located within the Easement Area in a good and

serviceable condition including, without limitation, the prompt removal of ice and snow from the driveway.

4. **RIGHT OF ACCESS AND SEWER AND WATER CONNECTION.** Grantees, their co-owners, successors, assigns, permittees, agents, employees, officers, owners, managers and licensees shall have the right of access to the Easement Area and have all rights of reasonable ingress and egress, including but not limited to such rights of ingress and egress reasonably necessary for the purpose of allowing certain individuals, vehicles, equipment and machinery necessary to perform certain repair, maintenance or construction activities to the Benefitted Property.

Subject to the extension of Bridgewood Boulevard and the development of utility services infrastructure to Grantor's property adjacent to the Burdened Property, the owner of the Burdened Property hereby agrees to allow and facilitate the connection stubs for sanitary sewer, storm sewer, and water services and infrastructure to the Benefitted Property, through the Easement Area, from such public or private facilities on adjacent to the Burdened Property. Grantees shall be solely responsible for any costs associated with connecting the Benefitted Property to the provided connection stubs, including but not limited service lines and tap fees, and Grantees (and their agents and assigns) are hereby expressly authorized to construct, reconstruct, maintain and repair any such necessary utility infrastructure and service lines through the Easement Area.

5. **RIGHT TO RELOCATE.** Notwithstanding any other provisions contained herein, the owner of the Burdened Property shall have a one-time right and option to relocate the easement granted herein elsewhere within the Burdened Property and thus modify the Easement Area defined herein. This right to relocate may only be exercised prior to the completion of the extension of Bridgewood Boulevard and upon the city authorized use of the same by the general public. This right to relocate shall be limited to relocation of the Easement Area within 10 feet (or less) of the original location of the Easement Area. Further, the right to relocate shall only be exercisable if necessitated by the future design and development of the Burdened Property, Bridgewood Boulevard and/or the development of utility services related thereto. Any relocation of the Easement Area shall not reduce the original width of the Easement Area. If the right to relocate is properly exercised, the parties hereby agree to execute an amendment to this Agreement to reflect the relocated Easement Area. All costs associated with the physical relocation of the driveway and any utility infrastructure or service lines located on or within the Easement Area shall be borne by Grantee solely. Notwithstanding any relocation of the Easement Area as provided for herein, the Easement Area shall provide access from Bridgewood Boulevard when extended to and beyond the Burdened Property to the Benefitted Property.

6. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding upon the parties and/or the parties' successors in interest, legal representatives or assigns, if any. If the Benefitted Property is subdivided or split via plat of survey or otherwise, this Easement shall thereafter only benefit the parcel immediately adjacent to the Easement Area. Specifically, the parties hereby intend to subdivide the Benefitted Property after this Agreement and upon the finalization of the planned subdivision "Bassman Landing", the Benefitted Property defined herein shall automatically, and without further action of the parties, be modified to encompass only Lot 2 in Bassman Landing, an Official Plat, now included in and forming a part of Dallas County, Iowa.

7. **INDEMNIFICATION.** To the extent not covered by insurance policies covering the Easement Area or the use of the same, Grantees and their successors or assigns shall hold harmless and indemnify Grantor and its successors and assigns against all losses, expenses, claims, demands, actions or causes of action, whether direct or by way of subrogation, counterclaim, cross-claim or otherwise, arising out of any loss of or damage to property or injury to or death of persons, resulting in whole or in part from Grantees' use of the Easement Area or the use thereof by Grantees' employees, agents, invitees, licensees, or contractors except to the extent caused by the negligence or willful misconduct of Grantor or its officers, managers, members, contractors, employees, invitees or agents.

8. **NON-USE.** This Easement shall continue and survive despite any period of non-use by the owners, or any future owners of the Benefitted Property.

9. **PARTIES BOUND.** The terms and provisions hereof shall be binding upon and it shall inure to the benefit of the parties hereto and their respective heirs personal representatives assessors and assigns.

10. **APPLICABLE LAW.** This Agreement is executed in the State of Iowa and shall be construed under the laws of the State of Iowa.

11. **HEADINGS.** Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this agreement. Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

12. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and will not be explained, modified or contradicted by any prior or contemporaneous negotiations, representation or agreements, either written or oral.

Grantor hereby covenants with Grantees that Grantor (i) holds said real estate described in this Easement by title in fee simple; (ii) has good and lawful authority to convey the same; and (iii) covenants to warrant and defend the said premises against the claims of all persons whomsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTEES

Julie Bassman

Mi Kyung Z. Cunningham

GRANTOR
PAVILION PARK, LC

By: _____
William B. Spencer, Manager

STATE OF IOWA)
) ss.
COUNTY OF Dallas)

STEPHANIE JANE ANANIA
Commission Number 798805
My Commission Expires
8-17-2020

This record was acknowledged before me on the 21st day of August, 2019, by Julie Bassman.

_____
Notary Public in and for Said State

STATE OF IOWA)
) ss.
COUNTY OF Dallas)

STEPHANIE JANE ANANIA
Commission Number 798805
My Commission Expires
8-17-2020

This record was acknowledged before me on the 21st day of August, 2019, by Mi Kyung Z. Cunningham.

_____
Notary Public in and for Said State

STATE OF IOWA)
) ss.
COUNTY OF Dallas)

STEPHANIE JANE ANANIA
Commission Number 798805
My Commission Expires
8-17-2020

This record was acknowledged before me on the 21st day of August, 2019, by William B. Spencer as Managerof Pavilion Park.

_____
Notary Public in and for Said State

EXHIBIT "A"
EASEMENT AREA LEGAL DESCRIPTION AND DEPICTION

INDEX LEGEND
COUNTY: Dallas SECTION: 10 TOWNSHIP: 78 RANGE: 26 ALIQUOT PART: SW1/4 SE1/4 SITE ADDRESS: Bridgewood Boulevard CITY: West Des Moines PROPRIETOR: Pavillion Park, L.C. REQUESTED BY: Julie Bassman SURVEYOR NAME: Vincent E. Piagentini

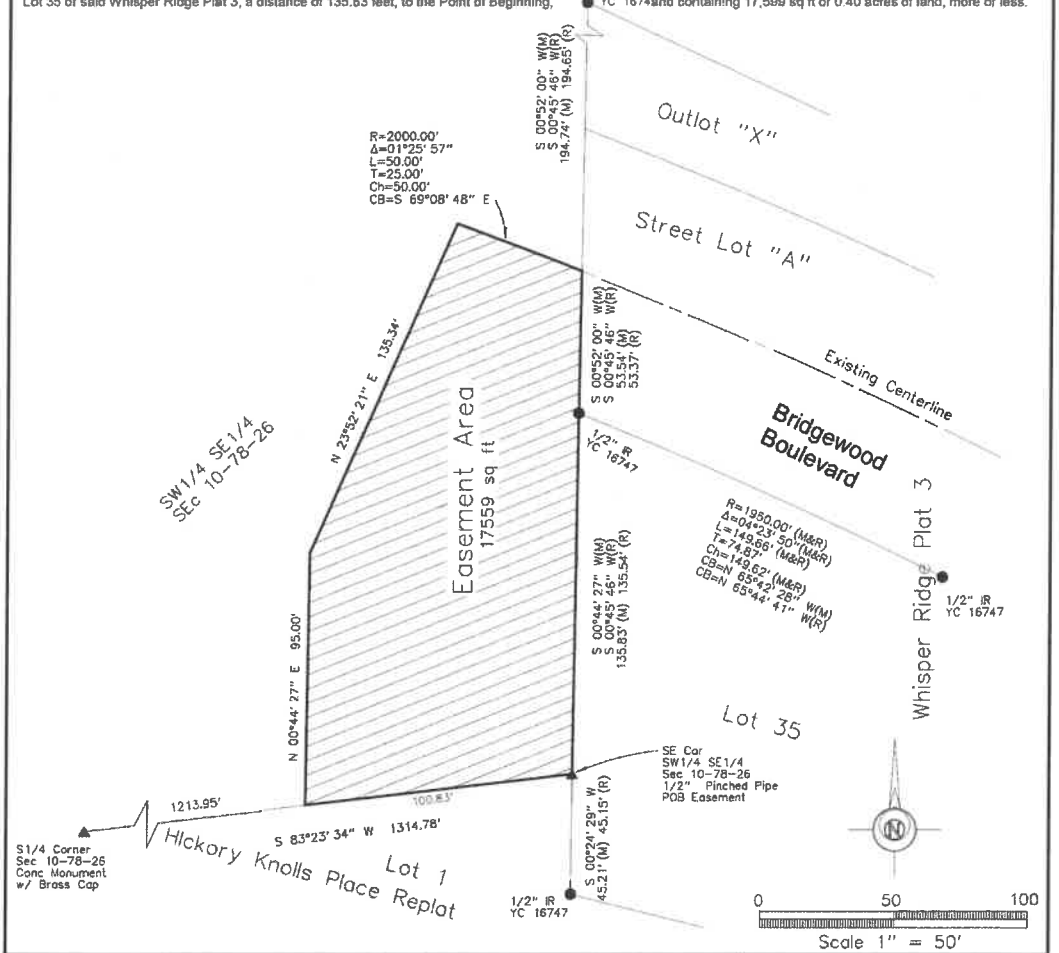
ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

EASEMENT SURVEY
IN SW1/4 SE1/4 OF SEC 10-78-26

Legal Description
All that part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 10, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, more particularly described as follows:
Beginning at the Southeast corner of the SW1/4 of the SE1/4 of said Section 10, thence South 83°23'34" West, along the South line of the SW1/4 of the SE1/4 of said Section 10, a distance of 100.83 feet; thence North 00°44'27" East, a distance of 95.00 feet; thence North 23°52'21" East, a distance of 135.34 feet, to a point on the Westerly projection of the centerline of Street Lot "A" of Whisper Ridge Plat 3, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa; thence along a curve concave South, being the Westerly projection of the centerline of said Street Lot "A" of Whisper Ridge Plat 3, having a radius of 2,000.00 feet, a delta of 01°25'57", an arc length of 50.00 feet, and a chord which bears South 69°08'48" East, having a chord distance of 50.00 feet, to a point on the West line of and at the centerline of said Street Lot "A" of Whisper Ridge Plat 3; thence South 00°52'00" West, along the West line of said Street Lot "A" of Whisper Ridge Plat 3, a distance of 53.54 feet, to the Southwest corner of said Street Lot "A"; thence South 00°44'27" West, along the West line of Lot 35 of said Whisper Ridge Plat 3, a distance of 135.83 feet, to the Point of Beginning, and containing 17,599 sq ft or 0.40 acres of land, more or less.



DATE OF SURVEY FIELDWORK: 12/5/18 DRAWING DATE: 4/10/19 DRAFTER: VP PROJECT NO: 18379

I HEREBY CERTIFY THAT THIS 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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

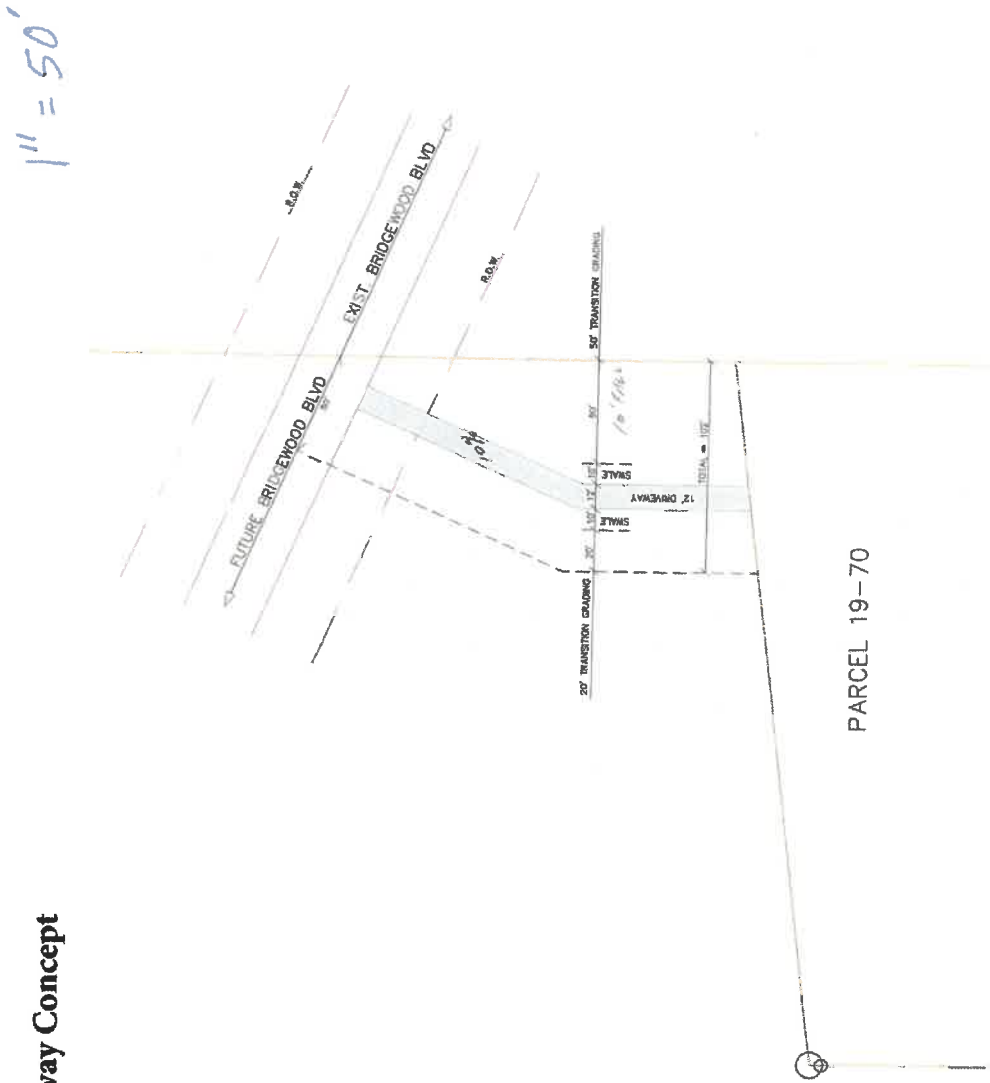
ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE) 1 Additional Page

REVISION DATE:

VINCENT E. PIAGENTINI LICENSED 15982 IOWA PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND:

R	RECORDED DISTANCE
M	MEASURED DISTANCE
C	CALCULATED DISTANCE
●	CORNER MONUMENT FOUND
○	SET 1/2" IR YC 15982 UNLESS NOTED
▲	SECTION CORNER FOUND
△	SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
YC	YELLOW CAP
OC	ORANGE CAP
IR	IRON ROD
IP	IRON PIPE



Preliminary Driveway Concept

EXHIBIT V

Prepared by: J. Bradley Munford City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620. When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE BASSMAN PLAT-OF-SURVEY (POS-004464-2019) FOR THE PURPOSE OF CREATING TWO SINGLE FAMILY LOTS

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Julie Bassman, has requested approval of a Plat of-Survey (POS-004464-2019) for property located at 33799 Rockwood Lane to create a 6.42 acre and a 3.82 acre parcel for the purpose of construction of an additional single family home;

Legal Description

ORIGINAL LEGAL DESCRIPTION
Lot 1 in Hickory Knolls Place Replat, being an Official Replat, now included in and forming a part of Dallas County, Iowa, containing 10.24 acres of land, more or less, including 0.52 acres of Private Road Easement.

NEW PARCEL 19-69
All that part of Lot 1 in Hickory Knolls Place Replat, being an Official Replat, now included in and forming a part of Dallas County, Iowa, more particularly described as follows:
Beginning at the Southeast Corner of said Lot 1, thence South 83°28'00" West, along the South line of said Lot 1, a distance of 342.51 feet, to the Southwest Corner of said Lot 1; thence North 00°36'22" East, along the West line of said Lot 1, a distance of 842.07 feet; thence North 83°23'34" East, a distance of 341.67 feet, to a point on the East line of said Lot 1; thence South 00°32'45" West, along the East line of said Lot 1, a distance of 842.40 feet to the Point of Beginning, and containing 6.56 acres of land, more or less, including 0.52 acres of Private Road Easement.

NEW PARCEL 19-70
All that part of Lot 1 in Hickory Knolls Place Replat, being an Official Replat, now included in and forming a part of Dallas County, Iowa, more particularly described as follows:
Commencing at the Southeast Corner of said Lot 1, thence North 00°32'45" East, along the East line of said Lot 1, a distance of 842.40 feet to the Point of Beginning, thence South 83°23'34" West, a distance of 341.67 feet, to a point on the West line of said Lot 1; thence North 00°36'22" East, along the West line of said Lot 1, a distance of 473.75 feet, to the Northwest Corner of said Lot 1; thence North 83°23'34" East, along the North line of said Lot 1, a distance of 341.17 feet, to the Northeast Corner of said Lot 1; thence South 00°32'45" West, along the East line of said Lot 1, a distance of 473.69 feet to the Point of Beginning, and containing 3.68 acres of land, more or less.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

WHEREAS, on September 3, 2019, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey (POS-004464-2019) and;

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on September 3, 2019, subject to any conditions of approval, and;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated September 3, 2019, or as amended orally at the City Council meeting of September 3, 2019, are adopted.

SECTION 2. Plat-of-Survey, (POS-004464-2019) is approved, subject to compliance with all the conditions in the staff report, dated September 3, 2019, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Plat-of-Survey (POS-004464-2019) for recordation. The City Council of West Des Moines directs the City Clerk to release said Plat-of-Survey for recordation in accordance with said City Council approval of the Plat-of-Survey on September 3, 2019 and Roll Call No._____.

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on September 3, 2019, among other proceedings, Roll Call No._____ approved said Plat-of-Survey on September 3, 2019, and released said Plat-of-Survey for recordation.

_____
Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of September, 2019.

_____
Steven K. Gaer
Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

EXHIBIT A:
CONDITIONS OF APPROVAL

4. Applicant acknowledging and agreeing that construction of any structure is not allowed on the property until such time that Bridgewood Boulevard's pavement is extended to the access point created by the Private Access Easement recorded in Book 2019, Page 15618 with the Dallas County Recorder's Office.

5. Applicant acknowledging and agreeing that the extension of Bridgewood Boulevard is prompted by future development to the west, and the extension construction is not the applicant's responsibility.

6. Applicant acknowledging and agreeing that at such time as Bridgewood Boulevard is constructed, the portion of the private access easement that extends into the City's ROW shall be terminated.