



DES MOINES WATER WORKS  
Board of Water Works Trustees

Agenda Item No. III-F  
Meeting Date: February 26, 2019  
Chairperson's Signature  Yes  No

**AGENDA ITEM FORM**

**SUBJECT:** City of West Des Moines Easement for the Joint Maffitt Lake Booster Station

**SUMMARY:**

- DMWW's staff and legal counsel have been working with West Des Moines Water Works (WDMWW) to develop a water main easement agreement between the City of West Des Moines and DMWW for a water main leaving the Joint Maffitt Lake Booster Station located at Maffitt Reservoir.
- Agreement has been reached on all terms and conditions of the easement.
- Staff recommends that the Board authorize the Chairperson and CEO and General Manager to execute the document that grants a water main easement to the City of West Des Moines.

**FISCAL IMPACT:**



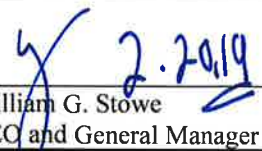
No fiscal impact associated with this item.

**RECOMMENDED ACTION:**

Authorize the Chairperson to execute the document that grants a water main easement to the City of West Des Moines.

**BOARD REQUIRED ACTION:**

- Public Hearing – Opened by Chairperson for comments from the public regarding the granting of an easement to the City of West Des Moines across Water Works' real estate. Chairperson closes hearing.
- Authorize the Chairperson and CEO and General Manager to execute the document that grants an easement for a water main to the City of West Des Moines.

 Nathan W. Casey, P.E. Engineering Supervisor	<u>2/19/19</u> (date)	 Michael J. McCurnin, P.E. Engineering Services Manager	<u>2/19/2019</u> (date)	 William G. Stowe CEO and General Manager	<u>2.20.19</u> (date)
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Attachments: Easement

Prepared by and return to after recordation:

W. Mabuca, West Des Moines Water Works, 1505 Railroad Avenue, West Des Moines, IA 50265, (515) 222-3510

**PERMANENT PUBLIC EASEMENT**  
**FOR WATER MAIN**

KNOW ALL MEN BY THESE PRESENTS:

**THAT** the Board of Water Works Trustees of the City of Des Moines, Iowa a municipal utility, organized and acting under authority of Chapter 388, Code of Iowa, hereinafter referred to as the Grantor, in consideration of the sum of one and no/100 Dollar (\$1.00), in hand paid by the CITY OF WEST DES MOINES, an Iowa Municipal Corporation, acting through its Board of Water Works Trustees of the City of West Des Moines, hereinafter referred to as City, receipt of which is hereby acknowledged, does sell, grant and convey to the City a permanent water main easement (hereinafter called "Easement") upon, over, under, through, and across the following described real property, and also including the right of ingress and egress for purposes of use and enjoyment of the Easement over adjoining lands of Grantor, to wit:

BEING A PART OF THE NW 1/4 OF SECTION 6, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA, AS RECORDED IN WARREN COUNTY RECORDS BK. 122 PG. 66, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID NW 1/4, N89°55'00"W, 922.52 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E, 333.03 FEET; THENCE N90°00'00"W, 30.00 FEET; THENCE S00°00'00"W, 332.98 FEET TO POINT ON THE SOUTH LINE OF SAID NW 1/4 ; THENCE ALONG SAID SOUTH LINE S89°55'00"E, 30.00 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 9,990 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. (hereinafter called the "Easement Area")

for the construction and use of a water main or water mains and appurtenances thereto (hereinafter called the "Facility") and to permit and allow the City, and others working on its behalf, to enter at any time upon and into the easement area described herein, and to use as much of the surface and subsurface thereto as is reasonably needed to construct, replace, reconstruct, inspect, repair, maintain and operate whenever necessary, the Facility within the easement area granted herein, but for no other purpose or use whatsoever.

**THAT** the work of constructing, replacing, relocating, rebuilding, reconstructing, repairing, maintaining and operating said Facility will be completed by City and its contractors with due care and without damage or injury to any person or to the property of Grantor and the surfaces of the ground of the Easement Area and adjoining lands used for ingress and egress shall be restored to substantially their original condition after all such work has been completed.

**THAT** no permanent improvement shall be constructed or placed upon the surface of the Easement Area by the Grantor without the written consent of the City, which consent is not to be unreasonably withheld, and that if any such permanent improvement is constructed or placed thereon, in violation of this easement, the City shall in no way be responsible for any damages thereto resulting from the construction, replacement, reconstruction, inspection, repair, maintenance or operation of the Facility.

**THAT** the within easement grant shall run with the land and be binding upon the heirs, assignees and transferees of the Grantor herein and shall be permanent unto the City.

**GRANTOR** covenants with the City that it holds the above described real property on behalf of the City of Des Moines, Iowa, under Chapter 388, Code of Iowa, free and clear of all liens and encumbrances and that the Grantor has a good right and lawful authority to make and execute this Easement herein.

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

**IN WITNESS WHEREOF**, Grantor has executed this instrument on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR

By: \_\_\_\_\_  
Name: Diane Munns  
Title: Chairperson

By: \_\_\_\_\_  
William G. Stowe  
CEO & General Manager

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said County and State personally appeared Diane Munns and William G. Stowe, to me personally known, who, being by me duly sworn did say that they are the Chairperson and CEO and General Manager respectively of the Grantor executing the within and foregoing instrument and acknowledged that he executed the same as their voluntary act and deed of the Grantor, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**CITY OF WEST DES MOINES, IOWA**

I, William J. Mabuce, PE, Engineering Project Manager of West Des Moines Water Works, do hereby certify that the within and foregoing Easement was duly approved and accepted by me on behalf of West Des Moines Water Works on the \_\_\_\_\_, day of \_\_\_\_\_, 2019.

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William J. Mabuce, PE.  
Engineering Project Manager, West Des Moines Water Works, West Des Moines, Iowa