



Doc ID: 008982930009 Type: RESO
 Recorded: 01/24/2023 at 02:53:14 PM
 Fee Amt: \$57.00 Page 1 of 9
 Dallas County Iowa
 ReNae Arnold RECORDER
 File#

BK **2023** PG **1055**

Preparer

Information: Whitfield & Eddy, P.L.C., 699 Walnut, Suite 2000, Des Moines, Iowa 50309 (515) 288-6041

Name	Street Address	City,State,Zip	Area Code-Phone
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When Recorded Return to:

<u>City of Van Meter,</u>	<u>310 Mill Street,</u>	<u>Van Meter, Iowa 50261</u>	<u>(515) 996-2644</u>
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Name	Street Address	City,State,Zip	Area Code-Phone
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RESOLUTION No.2023- 10

RESOLUTION GRANTING EASEMENT

WHEREAS, the City of Van Meter (“City”) has caused notice to be published that the City intends to grant an easement over certain real property of the City; and

WHEREAS, the City has previously set a date for consideration of the resolution to grant the easement; and

WHEREAS, it is desirable for the City to grant such easement; and

WHEREAS, the Council finds that the proposed easement will not deny owners of property abutting the area reasonable access to their property; and

WHEREAS, the Council finds that it is in the City’s best interest to grant the easement hereinafter described;

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Van Meter, Iowa:

SECTION 1. That an ingress/egress and utility easement shall be granted as described on Exhibit A.

SECTION 2. That the City Clerk is hereby authorized and directed to cause certified copies of this resolution and proof of publication thereof together with proof of publication of the notice of the public hearing on this matter to be properly filed in the office of the Recorder of Dallas County, Iowa.

SECTION 3. This resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the council the 9th day of January, 2023, and approved this 9th day of January 2023.

Allan B. Adams
ALLAN B. ADAMS, MAYOR

ATTEST:

Jessica Drake
JESSICA DRAKE, CITY CLERK

STATE OF IOWA)
)ss.
COUNTY OF DALLAS)

On this 23rd day of January 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allan B. Adams, Mayor, and Jessica Drake, City Clerk, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Van Meter, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate 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 Resolution No. 2023-10 passed by the City Council under Roll Call No. _____ on the 23rd day of January, 2023; and Allan B. Adams, Mayor, and Jessica Drake, City Clerk, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Liz Faust
Notary Public in and for said State



INGRESS/EGRESS AND UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the **City of Van Meter**, a municipal corporation, (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto **TBJ, LLC** (hereinafter called "Grantee"), a perpetual easement and right-of-way under, over, on, through, across and within the real estate described on **Exhibit A** attached hereto (hereinafter called "Easement Area"), for the purposes of ingress, egress, and access for use by the Grantee, its permittees and licensees.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the Grantee.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
3. **RIGHT OF ACCESS.** The Grantee, its permittees and licensees, shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. Grantee shall have the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantee, its employees, agents or its representatives, the Grantee shall not be liable for any injury or damage to any person or property resulting from the use, occupancy, possession or exercise of its rights herein granted or from the use, occupancy, possession or exercise of the rights herein granted to its permittees and licensees or arising in any manner from the existence of this Easement. Grantor

agrees to indemnify (including attorney fees and court costs) and hold harmless Grantee, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives. Grantee, its successors and assigns, agree to indemnify (including attorney fees and court costs) Grantor, its employees, agents and representatives and hold harmless Grantor against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives.

5. MAINTENANCE. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area. Grantee shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with the Grantor. Grantee may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed. Provided further that if conjunction with construction of Grantee's building, any damage to the Easement Area caused by Grantee its employees, agents or its representatives, such damage shall be repaired, as directed by the Grantor, at Grantor's sole expense.

6. EASEMENT BENEFIT. This Easement shall be for the benefit of Grantee, its permittees and licensees.

7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

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

This space intentionally blank

Signed this 17 day of JANUARY, 2023

GRANTOR:

CITY OF VAN METER, IOWA,
an Iowa municipal corporation

By: Allen B. Adams
Print: Allan B. Adams,
Mayor of the City of Van Meter, Iowa

By: Jessica Drake
Print: Jessica Drake,
City Clerk

STATE OF IOWA)
) SS
COUNTY OF Iowa)

On this 23rd day of January, 2023, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allan B Adams and Jessica Drake, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Van Meter, Iowa**; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____ passed by the City Council on the 23rd day of January, 2023, and that Allan B Adams and Jessica Drake as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Liz Faust

Notary Public in and for the State of Iowa



GRANTEE:

TBJ, LLC , a Limited Liability Company

By: TA Baldwin

Print: Tom Baldwin

Office: Member

STATE OF Iowa, COUNTY OF Polk) ss:

This record was acknowledged before me on January 17 2023 by Tom Baldwin as Member of TBJ, LLC, an Iowa Limited Liability Company.

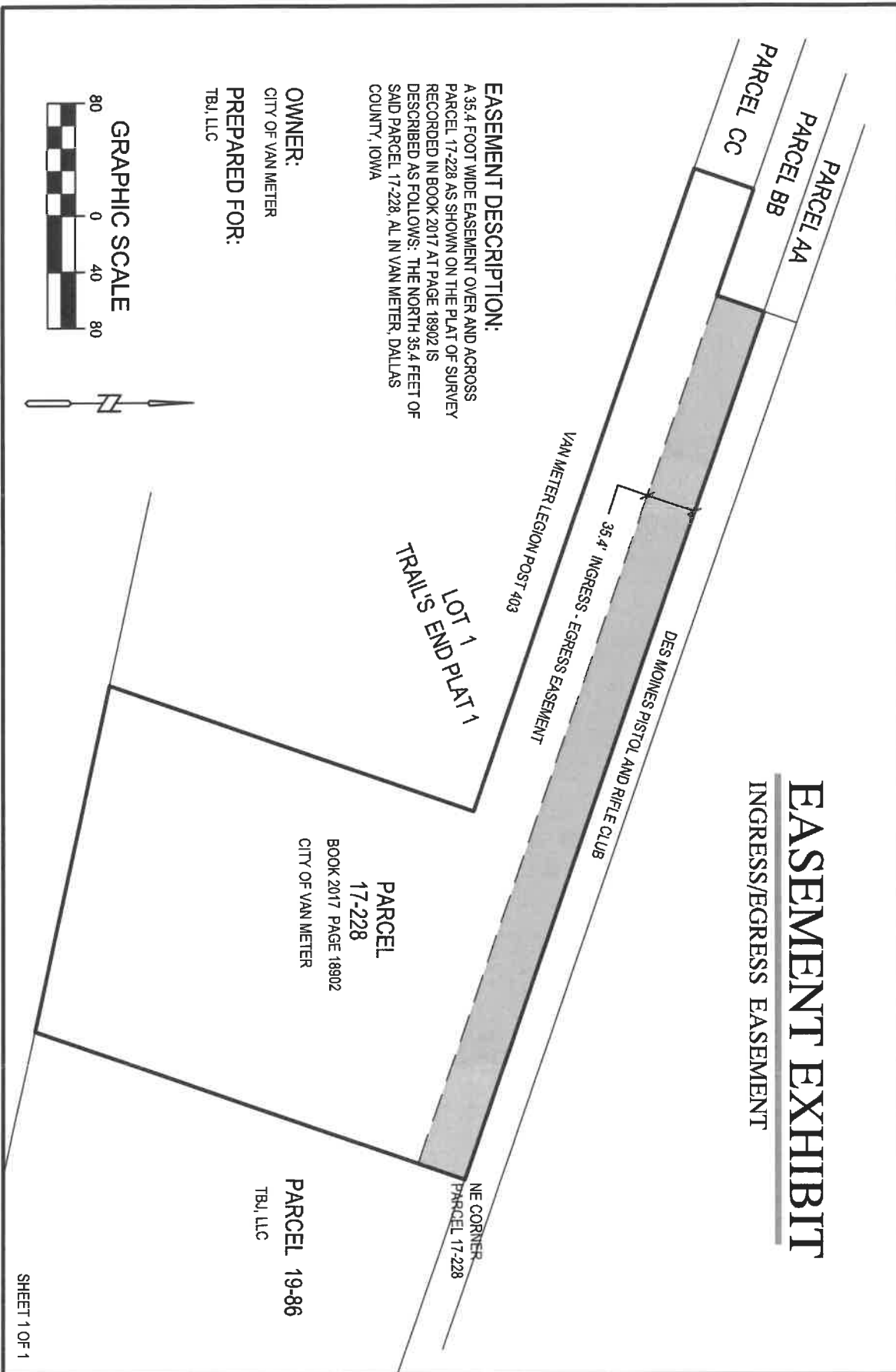
[Signature]
Notary Public in and for said State



EXHIBIT A
LEGAL DESCRIPTION

EASEMENT EXHIBIT

INGRESS/EGRESS EASEMENT



EASEMENT DESCRIPTION:

A 35.4 FOOT WIDE EASEMENT OVER AND ACROSS PARCEL 17-228 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2017 AT PAGE 18902 IS DESCRIBED AS FOLLOWS: THE NORTH 35.4 FEET OF SAID PARCEL 17-228, AL IN VAN METER, DALLAS COUNTY, IOWA

OWNER:

CITY OF VAN METER

PREPARED FOR:

TBA, LLC

LOT 1
TRAILS END PLAT 1

PARCEL
17-228
BOOK 2017 PAGE 18902
CITY OF VAN METER

PARCEL 19-86
TBA, LLC

NE CORNER
PARCEL 17-228

SHEET 1 OF 1



Bishop Engineering

"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217

Civil Engineering & Land Surveying Established 1959

INGRESS - EGRESS
EASEMENT

EASEMENT EXHIBIT

REFERENCE NUMBER:

DRAWN BY:
LDH

PROJECT NUMBER:
220372

TBJ, LLC.

SITE PLAN

PROPERTY DESCRIPTION:

TRACT 1, TRAILS END PLAT 1, AN OFFICIAL PLAT CITY OF VAN METER, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2019 PAGE 107 OF THE DALLAS COUNTY RECORDS IN BOOK 2019 PAGE 107. PARCEL IS SUBJECT TO EASEMENT, COVENANTS AND RESTRICTIONS OF RECORD.

ADDRESS:

1110 MAIN STREET
VAN METER, IOWA 50261

OWNER:

TBJ, LLC
2839 GRAND AVENUE
DES MOINES, IOWA 50312

PREPARED FOR:

TRAIL BLDG
2839 GRAND AVENUE
DES MOINES, IOWA 50312

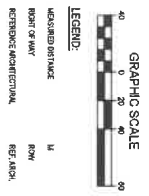
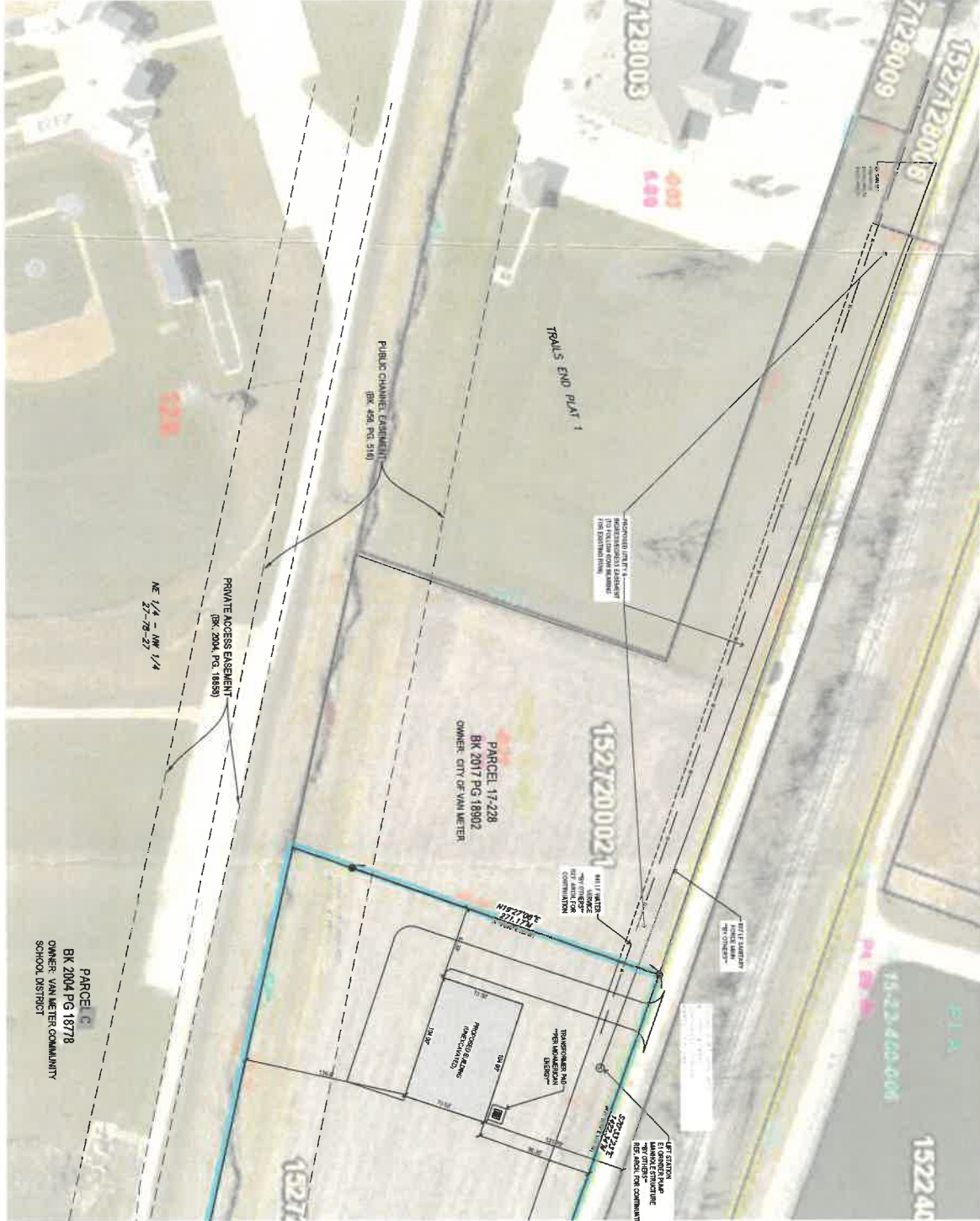
ZONING:

H-1 - URBAN INDUSTRIAL

SETBACKS:
FRONT * 30'
REAR * 30'
SIDE * 30' (IF ADJUTING HOUSING)

NOTES:

1. DRAWING SHOWN FOR ADDRESSING PURPOSES ONLY.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ZONING BASED ON OWNER REQUEST TO REZONE, REZONE AND THE PLAT APPROVAL, TO BE CONDUCTED AT 1/4-2022.
4. UTILITIES SERVICES SHOWN TO PARCEL WITHIN PROPOSED EASEMENT, REFERENCE ARCHITECTURAL FOR CONTINUATION, SEE MATERIAL DESIGN OF SAID CONTINUATION.
5. IF EASEMENT IS APPROVED, STAKING OF SAID EASEMENT TO BE PERFORMED BY IOWA LICENSED U.S. PROPOSED UTILITIES TO BE OPEN TRENCH CUT ON PROPOSED BONE-TO BE WIDENED DURING CONSTRUCTION. IF ANY MATURE TREES ARE REMOVED, THEY MUST BE REPLACED IN KIND.
6. CITY OF VAN METER (IOWA AND IOWA SDOAS 2022) SPECIFICATIONS SHALL CONTROL.



PARCEL 19-86
VAN METER, IOWA
LAYOUT PLAN



ORCA CONSULTING
3512 RICHLAND ROAD
VAN METER, IOWA 50261
michael@orcaconsulting.biz | (515) 778-6609

DRAWING DATE:
10-3-2022
12-20-2022

PROJECT:
210016