WEST DES MOINES WATER WORKS
BOARD OF TRUSTEES MEETING COMMUNICATION

DATE: November 16, 2026

ITEM:

5. Consent Agenda
   c. Resolution – Accepting Permanent Public Easement and Right-of-Way for Water Main – Fox Ridge Plat 6

FINANCIAL IMPACT:

None

SUMMARY:

This action will approve the easement documents allowing for Water Works access and operation of water main and appurtenances installed outside the right-of-way.

The easement will be recorded following the recording of the Final Plat.

BACKGROUND:

West Des Moines Water Works requires an access easement to allow staff to access and operate water infrastructure located outside of the public right-of-way.

RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

To Adopt the Resolution entitled "A Resolution Accepting Permanent Public Easement and Right-of-Way for Water Main – Fox Ridge Plat 6"

Prepared by: William J. Mabuce

Approved for Content by: Clt Murphy

RESOLUTION

A RESOLUTION ACCEPTING PERMANENT PUBLIC EASEMENT AND RIGHT-OF-WAY FOR WATER MAIN

Fox Ridge Plat 6

WHEREAS, DR Horton Iowa, LLC, has granted a permanent public easement and right-of-way for water main to the West Des Moines Water Works, and

WHEREAS, documents conveying the easement have been signed by the property owners and are presented to the Water Works for approval; and

WHEREAS, the acquisition of this easement will allow the West Des Moines Water Works to access and operate water main and appurtenances serving this area which could not be located in public right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WEST DES MOINES WATER WORKS, AS FOLLOWS:

That said water main easement is hereby accepted by the West Des Moines Water Works to allow for construction and operation of water distribution system facilities.

PASSED AND APPROVED this 16th day of November, 2026.

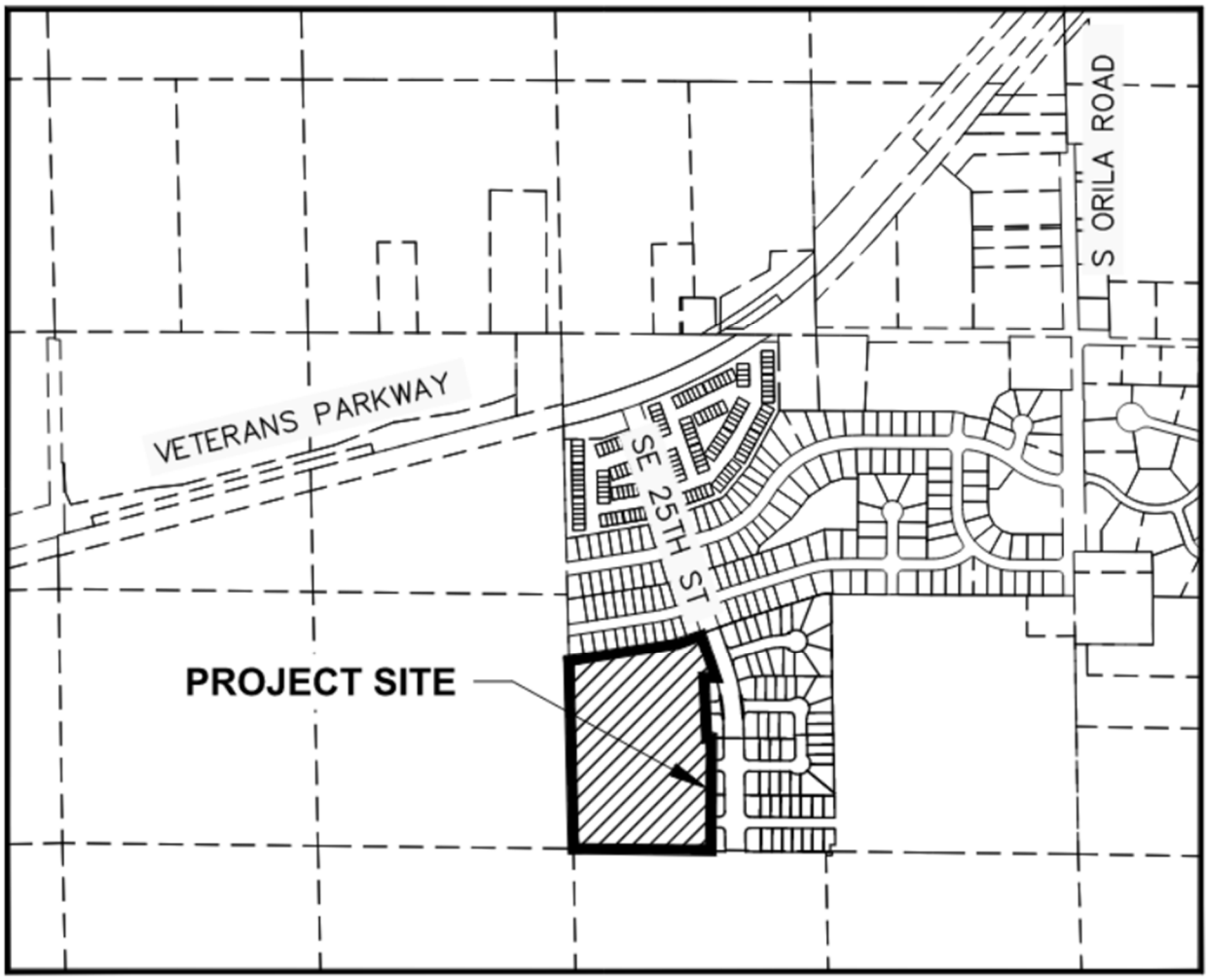
BOARD OF TRUSTEES, WEST DES MOINES WATER WORKS

_____
Jody E. Smith
Vice Chair

Attest:

_____
Christina Murphy
Secretary

Location Map



Prepared by and return to after recordation:
W. Mabuce, West Des Moines Water Works, 1505 Railroad Avenue, West Des Moines, IA 50265, (515) 222-3510

PERMANENT PUBLIC EASEMENT AND RIGHT OF-WAY FOR WATER MAIN

KNOW ALL PERSONS BY THESE PRESENTS:

THAT DR Horton Iowa, LLC, of the County of Warren, and State 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, hereinafter referred to as City, receipt of which is hereby acknowledged, does sell, grant and convey to the City a permanent water main easement and right-of-way (hereinafter called "Easement") upon, over, under, through, and across the following described real property, and also including the right of ingress and egress over adjoining lands of Grantor, to wit:

See Attached Exhibit "A"

for constructing, replacing, relocating, rebuilding, reconstructing, repairing, maintaining and operating 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 done with care and that the surfaces of the ground of the easement and adjoining lands used for ingress and egress shall be restored to substantially their original condition as possible after such work has been completed.

THAT no permanent improvement shall be constructed or placed upon the above-described permanent easement by the Grantor without the written consent of the City 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 by good and merchantable title, 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. Grantor warrants and defends this Easement against the lawful claims of all persons.

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 27 day of October, 2026.

GRANTOR
DR Horton Iowa, LLC

By: _____
Name: Ryan Pearson
Title: Division CFO

STATE OF IOWA)
)SS
COUNTY OF ~~WARREN~~ Polk)

This document was acknowledged before me on October 27, 2026, by Ryan Pearson, as Division CFO of DR Horton Iowa, LLC.

CAROLINE HIGBIE
Commission Number 872594
My Commission Expires
April 22, 2029

_____
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

I, Christina Murphy, PE, General 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 29th day of October, 2026.

_____
Christina Murphy, PE.
General Manager, West Des Moines Water Works, West Des Moines, Iowa

Exhibit "A" – Permanent Easement Description

A PART OF LOT 32, FOX RIDGE PLAT 6, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 32; THENCE NORTH 89°26'46" WEST ALONG THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 44.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°51'32" WEST, 42.25 FEET TO THE WEST LINE OF SAID LOT 32; THENCE NORTH 00°50'10" WEST ALONG SAID WEST LINE, 4.63 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.88 FEET AND WHOSE CHORD BEARS NORTH 44°51'32" EAST, 35.78 FEET TO THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 89°26'46" EAST ALONG SAID NORTH LINE, 4.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 315 SQUARE FEET.