

WHEN RECORDED RETURN TO:

Pam DeMouth
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Todd Kellenberger 516 NE Liberty Ct Ankeny, IA 50021

(515) 401-2626

SPACE ABOVE THIS LINE FOR RECORDER

Retaining Wall and Fence Agreement

Whereas, **Todd Kellenberger**, (hereinafter "Property Owner") has requested permission to place a concrete block retaining wall and metal fence in a portion of the City of Ankeny's (hereinafter the "City") storm sewer and surface water flowage easement, more particularly described as follows:

LOT 7 BRIARWOOD SOUTH PLAT 6

and;

Whereas, the City is agreeable to allowing **Todd Kellenberger** to place his retaining wall and fence in a portion of the Storm sewer and surface water flowage easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow **Todd Kellenberger** to place his retaining wall as marked on the provided site plan shown on "Exhibit A" of LOT 7 BRIARWOOD SOUTH PLAT 6 in a portion of the City's Storm sewer and surface water flowage easement. Said retaining wall shall otherwise comply with all agreements, ordinances and laws. The City also agrees to allow **Todd Kellenberger** to place his fence at along the south, east, and west property lines as shown on "Exhibit A" of LOT 7 BRIARWOOD SOUTH PLAT 6 in a portion of the City's Storm sewer and surface water flowage easement. Said fence shall otherwise comply with all agreements, ordinances and laws.

2. **Todd Kellenberger**, and/or **Todd Kellenberger** successor-in-interest, agrees to remove the retaining wall and/or fence, at no cost to the City, within 14 days of the City's request for said removal, to allow work on the storm sewer or other utilities. If **Todd Kellenberger**, and/or **Todd Kellenberger** successor-in-interest, fails to remove said retaining wall or fence within the 14 days of the City's request then the City shall have the right to remove said retaining wall and/or fence at **Todd Kellenberger**, and/or **Todd Kellenberger** successor-in-

interest, cost. In the event of a need for an emergency repair to the storm sewer line, the City shall have the right to remove said retaining wall and/or fence and bill the cost to **Todd Kellenberger** and/or **Todd Kellenberger** successor-in-interest and **Todd Kellenberger** and/or **Todd Kellenberger** successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the retaining wall and/or fence is removed, and if at the time the retaining wall and/or fence is removed it is a legal nonconforming use, **Todd Kellenberger** shall have the right to rebuild the same retaining wall and/or fence that was removed in the same or a comparable location, at **Todd Kellenberger's** expense.

4. **Todd Kellenberger** agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of **Todd Kellenberger's** use of the City's Storm sewer and surface water flowage easement or the removal or rebuilding of his retaining wall and/or fence.

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. Todd Kellenberger is executing this Agreement himself.

Dated this 8th day of March, 2017.
City of Ankeny, Iowa **Todd Kellenberger**

By: _____
Gary Lorenz, Mayor

By: Todd Kellenberger

Attest:

Name: Todd Kellenberger
Title: Property Owner

By: _____
Pamela DeMouth, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **GARY LORENZ** and **PAMELA DeMOUTH**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2007, and the said **GARY LORENZ** and **PAMELA DeMOUTH** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

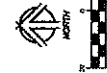
STATE OF IOWA, COUNTY OF POLK, ss:

On the 8th day of March, 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared Todd Kellenberger, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Kathy Dozler
Notary Public in and for the State of IA



4500



GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION RELATED TO WORK COMPLETED AS PART OF THESE PLANS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF CHICAGO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUPPLEMENTAL SPECIFICATIONS AND DETAILS SHOWN ON THIS PLAN WHICH ARE NOT SPECIFICALLY OUTLINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL, REPAIR, REPLACEMENT, AND/OR RECONSTRUCTION OF ANY EXISTING UTILITIES, STRUCTURES, OR FEATURES THAT MAY BE REQUIRED TO ALLOW FOR DISSEMINATION, REPORTING, AND PLANS.
2. CONTRACTOR IS RESPONSIBLE TO UNDERSTAND THE INTENT OF THE WORK TO BE COMPLETED AND TO COORDINATE WITH ALL AFFECTING AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND UTILITIES.
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CERTIFICATION

I HEREBY CERTIFY THAT THESE PLAINS WERE PREPARED BY THE FOLLOWING BY DIRECT PERSONAL SUPERVISION AND THAT THE PROFESSIONAL LANDSCAPE ARCHITECT HAS REVIEWED THE PLANS AND APPROVED THEM FOR PROFESSIONAL LANDSCAPE ARCHITECT PURPOSES.

DATE OF REVIEW: _____ REVIEWED BY: _____

SIGN: _____ SEAL: _____

MADE ON SHEETS COVERED BY THIS SEAL: _____

LANDSCAPE ARCHITECT'S SOCIETY

EXHIBIT A

