

**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry, P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

**PERMANENT SIDEWALK EASEMENT**

**KNOW ALL BY THESE PRESENTS:**

That this Permanent Sidewalk Easement ("Easement") is entered into this 25<sup>th</sup> day of May, 2017, by and between St. Anne's by the Fields Episcopal Church of Ankeny, hereinafter referred to as "Grantor", and City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City". In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

**See attached Exhibit "A"**

That the above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**CONSTRUCTION OF PUBLIC SIDEWALK AND APPURTENANCES**

1. Right of Access. The City 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 from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement Area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees 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 City, 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 City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. The City shall be responsible for maintenance, including snow removal, of the sidewalk within the Easement Area. The City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement; except as may be caused by defects in the initial construction of the improvements, maintenance including snow removal, or any negligent acts or omissions of the City, its employees, agents, or its representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 18<sup>th</sup> day of May, 2017.

**GRANTOR:**

**St. Anne's by the Fields Episcopal Church of Ankeny**

By: Mary Oliver  
Name: Mary Oliver  
Title: Senior Warden

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 18 day of May, 2017, before me, a Notary Public in and for the said State, personally appeared Mary Oliver, to me personally known, who, being by me duly sworn, did say that that person is Senior Warden of said domestic non-profit corporation and that said instrument was signed on behalf of the said domestic non-profit corporation by authority of its managers and the said Mary Oliver acknowledged the execution of said instrument to be the voluntary act and deed of said domestic non-profit corporation by it voluntarily executed.

Greg Skinner  
Notary Public in and for said State of Iowa  
My Commission Expires 11/2/17



**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, Pamela DeMouth, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



Index Legend

Location:

PART OF THE SOUTH 365.00 FEET OF LOT 1,

COLLEGE PARK PLAZA NORTHWEST PLAT 1

Requestor:

City of Ankeny

Proprietor:

St. Anne's by the Fields

Surveyor:

Matthew A. Fouts, PLS

Surveyor

JEO Consulting Group, Inc.

Return To:

1605 N. Ankeny Blvd, Suite 240 Ankeny, Iowa 50023

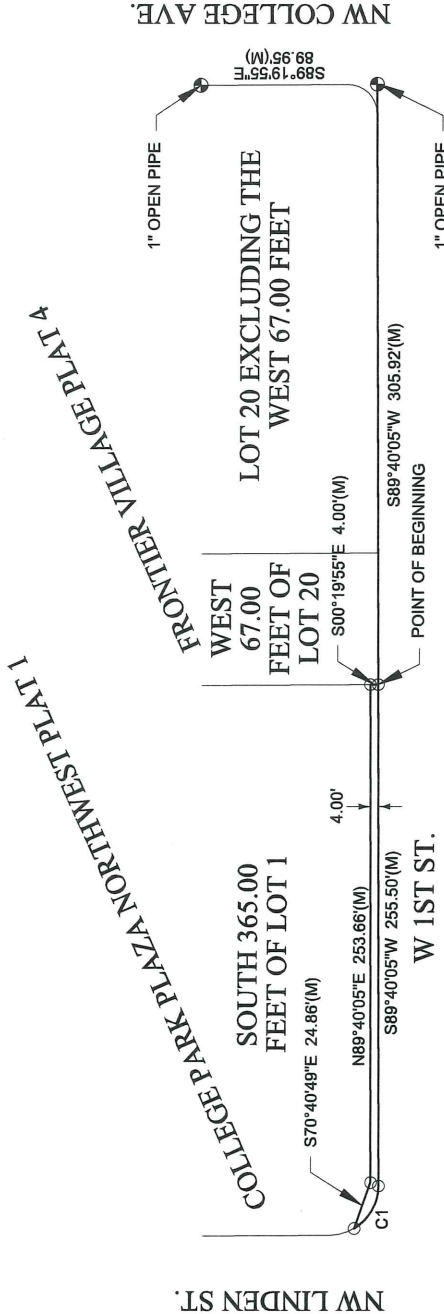
FOR RECORDER'S USE ONLY

# SIDEWALK EASEMENT

W 1ST STREET  
PART OF THE SOUTH 365.00 FEET OF LOT 1,  
COLLEGE PARK PLAZA NORTHWEST PLAT 1,  
ANKENY, IOWA

OWNER:  
ST ANNE'S BY THE FIELDS  
2110 W 1ST ST  
ANKENY, IA 50023  
PARCEL # 181/00228-051-001  
SITE ADDRESS: 2110 W 1ST ST  
ANKENY, IA 50023  
ZONE: R-2

- LEGEND
- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - DEEDED DISTANCE
  - GOVERNMENT DISTANCE
  - MEASURED DISTANCE
  - PLATTED DISTANCE
  - RECORDED DISTANCE



CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.00'	26.02'	59° 37' 36" RT	N 60° 31' 06" W	24.86'

## SURVEYOR'S REPORT

THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE CITY OF ANKENY. THE PURPOSE OF THIS SURVEY WAS TO CREATE AN EASEMENT WITH ASSOCIATED METES AND BOUNDS DESCRIPTION. EXISTING MONUMENTS OF RECORD WERE 1" DIA. OPEN PIPES. ALL LINES WERE PRODUCED AND MEASURED AS SHOWN ON THE PLAT. ALL LINES PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R8 GPS UNIT, TRIMBLE S6 UNIT. THE FIELD WORK PHASE OF THIS SURVEY WAS COMPLETED IN DECEMBER 2016.

## BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTH 365.00 FEET OF LOT 1, COLLEGE PARK PLAZA NORTHWEST PLAT 1, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 20, FRONTIER VILLAGE PLAT 4; THENCE S89°40'05"W ON THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 305.92 FEET TO THE POINT OF BEGINNING AT THE SOUTH-EAST CORNER OF LOT 1, COLLEGE PARK PLAZA NORTHWEST PLAT 1; THENCE CONTINUING S89°40'05"W ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 255.50 FEET TO A POINT ON THE SAID SOUTH LINE; THENCE NORTHWESTERLY CONTINUING ON SAID SOUTH LINE OF LOT 1, ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 26.02 FEET, THE CHORD OF SAID CURVE BEARS N60°31'06"W, A DISTANCE OF 24.86 FEET; THENCE S70°40'49"E, A DISTANCE OF 24.86 FEET; THENCE N89°40'05"E ON A LINE PARALLEL WITH AND 4.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 253.66 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°19'55"E ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1128.43 SQUARE FEET MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

NOTE: ALL BEARINGS ARE ASSUMED.

DATE

04-18-2017

SCALE

1"=100'

DRAWN

CDH

JOB NO.

161893.00

FIELD BOOK

CITY OF ANKENY BK 3

FIELD WORK

JANSSEN

SHEET

1 OF 1

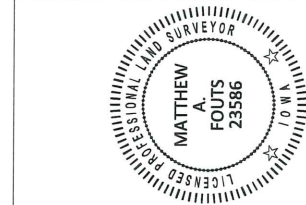
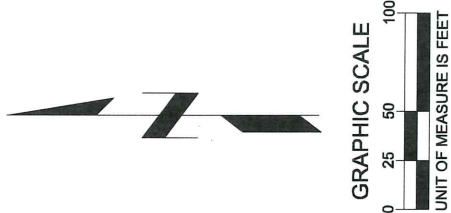
FILE NO.

JEO CONSULTING GROUP INC

800.723.8567

Ankeny, IA 515.964.5310

www.jeo.com



I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Matthew A. Fouts* (signature) 4-19-17 (date)

Printed or typed name: MATTHEW A. FOUTS

License Number: 23586

My license renewal date is December 31, 2017

Pages or sheets covered by this seal:  
SHEET 1 OF 1