

Recorded: 4/9/2020 at 10:04:16.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.41
Combined Fee: \$25.41
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201900085091
BK: 17772 PG: 504

WHEN RECORDED RETURN TO:

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

Preparer Information: Adam L. Lust, City of Ankeny - Public Works, 220 West First Street, Ankeny, IA 50023 (515) 963-3537

PERMANENT PUBLIC UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Public Utility Easement ("Easement") is entered into this 6th day of April, 20 20, by and between Elwell, Inc. (hereinafter referred to as "Grantor"), and the 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 public utility easement under, through, and across the following described real estate:

See Attached Exhibit

That said 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:

PUBLIC UTILITIES 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. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, 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. Grantor agrees to indemnify and hold City, 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or 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 13th day of March, 2020

ELWELL, INC.

By: Rosann Rogers

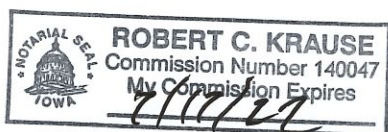
By: _____

Name/Title: Rosann Rogers
PRESIDENT

Name/Title: _____

STATE OF IOWA, COUNTY OF Iowa, ss:

On the 23rd day of March, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rosann Rogers and Story Kck, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as a voluntary act and deed.



Robert C. Krause
Notary Public in and for the State of Iowa

My Commission Expires 2/17/22

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Denise L. Hoy, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. 2020-179, passed on the 6th day of April, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 6th day of April, 2020.

Denise L. Hoy
City Clerk of the City of Ankeny, Iowa

Index Legend	
Location:	Lot 4, School Street Commons Plat 1
Requestor:	City of Ankeny
Proprietor:	Elwells, Inc.
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 21-P2

PERMANENT PUBLIC UTILITY EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
WEST FIRST STREET JOINT UTILITY TRENCH
110 N. ANKENY BOULEVARD
PARCEL 21

PROPERTY OWNER:

ELWELLS, INC.
P.O. BOX 7
ALLEMAN, IA 50007

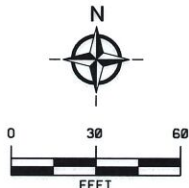
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 4 OF SCHOOL STREET COMMONS PLAT 1, AN OFFICIAL PLAT, AS RECORDED IN BOOK 8634, PAGE 106 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

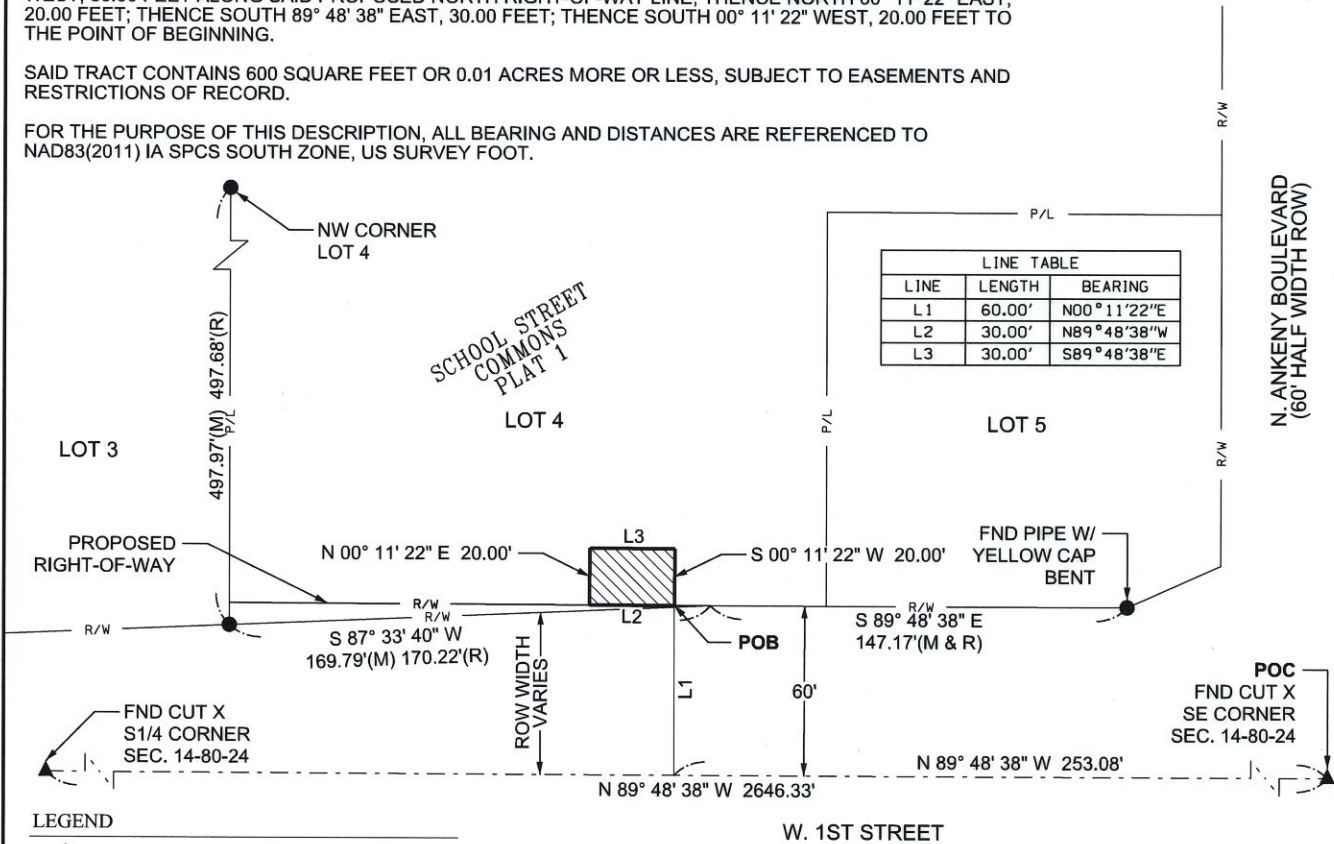
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 89° 48' 38" WEST, 253.08 FEET ALONG THE SOUTH LINE OF SAID SECTION 14; THENCE NORTH 00° 11' 22" EAST, 60.00 FEET TO A POINT ON THE PROPOSED NORTH RIGHT-OF-WAY LINE OF W. 1ST STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89° 48' 38" WEST, 30.00 FEET ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 11' 22" EAST, 20.00 FEET; THENCE SOUTH 89° 48' 38" EAST, 30.00 FEET; THENCE SOUTH 00° 11' 22" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 600 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP #13286 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT ELECTRIC EASEMENT

FIELD SURVEY COMPLETED: MAY 2019

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

JODY A. BUDDE, P.L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2020.
Pages or sheets covered by this seal:

DRAFT

SURVEY FOR:
CITY OF ANKENY
410 W 1ST STREET
ANKENY, IA 50023
PHONE: (515) 965-6400



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2931
Phone: 515-254-1393

SHEET
1 OF 1

FOTH PROJECT NO. 18A039-01 DATE: 2/7/2020