

<b>Prepared By:</b> Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
<b>Return To:</b> City of Ankeny, Iowa, City Clerk, 410 W. 1st St., Ankeny, IA 50023

### **PUBLIC INGRESS/EGRESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That HUNZIKER LAND DEVELOPMENT COMPANY, L.L.C., or the successors and assigns thereof (the "Grantor"), in consideration of the sum of one dollar and 00/100 (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, a municipal corporation (the "City"), receipt of which is hereby acknowledged, does hereby sell, grant, and convey unto the City a permanent easement for ingress and egress under, through, and across the following described real estate in Polk County, Iowa:

The East 25 feet of the West 48 feet of Lot Three (3), Hidden Creek Plat 2, an Official Plat, in the City of Ankeny, Polk County, Iowa, except the North 12.50 thereof

**AND**

The East 25 feet of the West 48 feet of Lot Four (4), Hidden Creek Plat 2, an Official Plat, in the City of Ankeny, Polk County, Iowa

(collectively, the "Easement Area") (as shown on the Ingress/Egress Easement exhibit attached hereto as Exhibit A and by this reference incorporated herein as if fully set forth), for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

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 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.
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 City. The City shall have the right to restore any changes in grade, elevation, or contour without the prior written consent of the Grantor.
3. 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 fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across, or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod, or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the 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 damage to any improvements or obstructions thereon resulting from the City's exercise of the rights granted in this Public Ingress/Egress Easement (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.
6. Easement Benefit. The easement rights granted in this Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
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.
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council of the City by Resolution, which approval and acceptance shall be noted on this Easement by the City Clerk of the City.

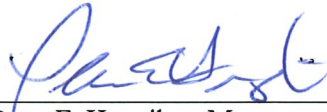
That the Grantor does hereby covenant with the City, and the successors in interest thereof, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the Grantor has executed this Easement on this the 4<sup>th</sup> day of June, 2020.

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE OF  
PUBLIC INGRESS/EGRESS EASEMENT**

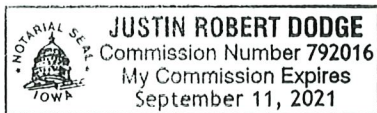
**HUNZIKER LAND DEVELOPMENT COMPANY, L.L.C., Grantor**

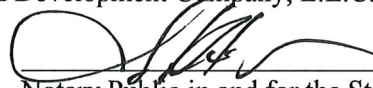
By:   
Dean E. Hunziker, Manager

By:   
Charles E. Winkleblack, Manager

**STATE OF IOWA, COUNTY OF STORY:**

This record was acknowledged before me on this 4<sup>th</sup> day of June, 2020, by Dean E. Hunziker and Charles E. Winkleblack, as Managers of Hunziker Land Development Company, L.L.C.



  
Notary Public in and for the State of Iowa  
My commission expires Sept 11, 2021

**ACCEPTANCE BY CITY OF ANKENY, IOWA**

**CITY OF ANKENY, IOWA,**  
an Iowa municipal corporation

By: \_\_\_\_\_  
Gary Lorenz, Mayor

By: \_\_\_\_\_  
Denise Hoy, City Clerk

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

On this \_\_\_\_\_ day of June, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Gary Lorenz and Denise Hoy, 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 Ankeny, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Ankeny, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires \_\_\_\_\_

**EXHIBIT A**