

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Tharen Helgeson Nilles Associates, Inc. 1250 SW State Street, Ste A Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, *Ankeny Community School District*, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent 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:

Public Utility

1. 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, which shall not be unreasonably withheld, conditioned or delayed, 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 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, which shall not be unreasonably withheld, conditioned or delayed. 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.
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 the 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.
6. Easement Benefit. 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. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, 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, except as may be herein stated; 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 parties hereto have executed this Agreement.

Signed this 2nd day of October 2017. Grantor:

By: [Signature]

Name: Stephanie Judd

Title: Board President

Company: Ankeny Schools

STATE OF IOWA, COUNTY OF Polk, ss:

On this 2nd day of October 2017 before me, the undersigned, a Notary Public in and for said County and State personally appeared Stephanie Judd, to me personally known, who being by me duly sworn, did say that he/she is the Board President, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of the Ankeny CSD, by it and by him/her voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



**ACQUISITION PLAT
OF PERMANENT EASEMENT BEING
CONVEYED TO THE CITY OF ANKENY
EXHIBIT "A"**

VICINITY MAP

SCALE: 1" = 1000'

LEGEND

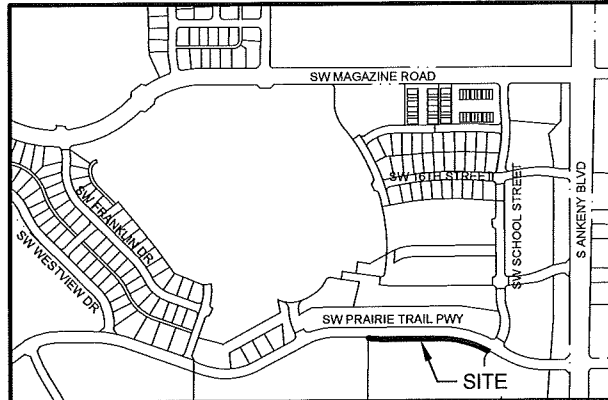
-  Subject easement area
 Existing boundary line

PREPARED FOR

CITY OF ANKENY, IOWA
SW PRAIRIE TRAIL PARKWAY
- EAST EXTENSION PROJECT

PROPRIETOR

ANKENY COMMUNITY SCHOOL DISTRICT
ADMINISTRATION OFFICE
306 SW SCHOOL STREET
ANKENY, IA 50021



SUBJECT PROPERTY LEGAL DESCRIPTION

PARCEL 2016-8 OF THAT PART OF PARCEL "I" OF THE NORTH HALF OF SECTION 26, TOWNSHIP 80 NORTH, RANGE 24 WEST, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15946, PAGE 662.

DESCRIPTION OF PERMANENT EASEMENT

THE NORTH 10 FEET OF PARCEL 2016-8 OF THAT PART OF PARCEL "I" OF THE NORTH HALF OF SECTION 26, TOWNSHIP 80 NORTH, RANGE 24 WEST, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15946, PAGE 662.

CONTAINING 8,424 SQUARE FEET MORE OR LESS.

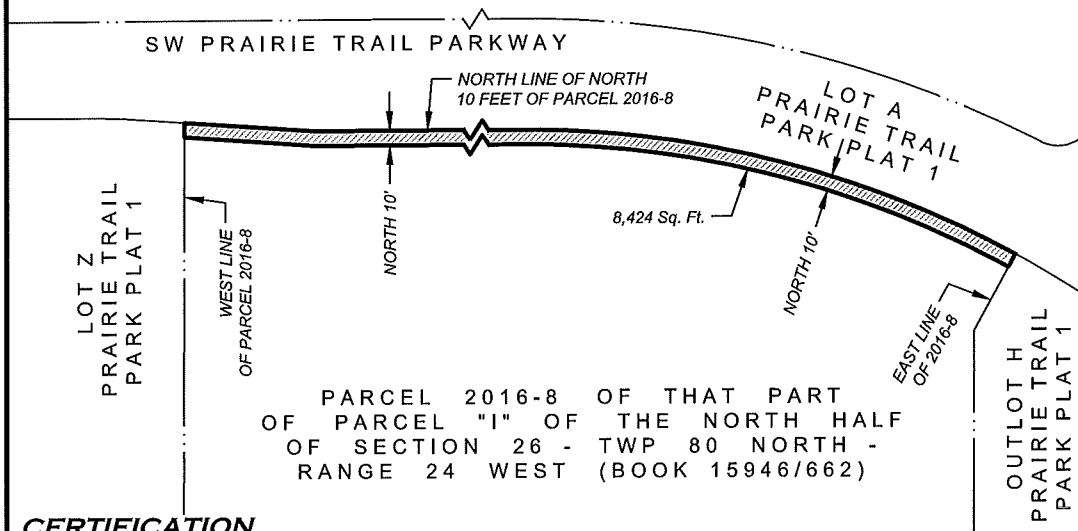


NORTH



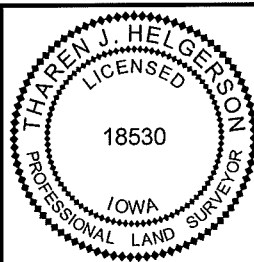
SCALE

OUTLOT F
PRAIRIE TRAIL PARK PLAT 1



PARCEL 2016-8 OF THAT PART
OF PARCEL "I" OF THE NORTH HALF
OF SECTION 26 - TWP 80 NORTH -
RANGE 24 WEST (BOOK 15946/662)

CERTIFICATION



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.

Signature: _____

Names: Tharen J. Helgerson, P.L.S. No. 18530

My license renewal date is December 31, 2018

Pages or sheets covered by this seal: DWG NO. 1 ONLY

10/26/2017

Date

Date of survey: 08/30/17

NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: SW PRAIRIE TRAIL PARKWAY - EAST EXTENSION
LOCATION: ANKENY, IOWA

NAI No.: 15102	DRAWN BY: TJH	DWG No.: 1/1
DATE: 08/31/17	CHECKED BY: ADS	SHEET TITLE: EX-1