

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information:

This document was prepared by Marty R. Howard, Esq.,  
of the Law Office of Marty R. Howard, P.C.,  
13775 Rosewood Drive, Clive, IA 50325.

**PUBLIC SANITARY SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Halbrook Properties LLC and Halbrook Rentals LLC, each of the City of Ankeny, County of Polk, State of Iowa, hereinafter each referred to as a "Grantor" and collectively as "Grantors", 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 public sanitary sewer easement (the "Easement") under, through, and across the following described real estate (the "Easement Area"):

Commencing at the Southeast Corner of Section 35, Township 80 North, Range 24 west; thence North 00°18'57" East, a distance of 149.75 feet along the East line of said Section 35; thence South 89°51'07" West, a distance of 45.27 feet to the Point of Beginning; thence South 89°51'07" West, a distance of 20.03 feet; thence North 00°15'19" East, a distance of 180.00 feet; thence South 89°51'07" West, a distance of 240.48 feet; thence North 08°47'26" West, a distance of 189.07 feet; thence North 00°07'48" West, a distance of 32.57 feet; thence North 89°50'10" East, a distance of 25.38 feet; thence South 08°47'26" East, a distance of 191.67 feet; thence North 89°51'07" East, a distance of 234.93 feet; thence South 00°15'19" West, a distance of 210.00 feet to the end of Point of Beginning.

That the above described Easement is granted unto the City for the purpose of reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Sanitary Sewer**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantors and their 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 Grantors 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. Grantors and their 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 Grantors, their grantees, assigns or transferees.

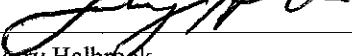
3. Right of Access. The City, upon reasonable written notice to Grantors and their grantees, assigns and transferees, shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent 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. City agrees to indemnify and hold Grantors and their grantees, assigns and transferees 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 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 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 Grantors and on Grantors' 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 by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 11 day of December, 2017.

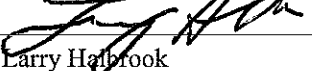
**HALBROOK PROPERTIES LLC**, Grantor with respect to the following properties:

1310 NE 70<sup>th</sup> Avenue, Ankeny, Iowa 50023;  
7040 NE 14<sup>th</sup> Street, Ankeny, Iowa 50023; and  
7074 NE 14<sup>th</sup> Street, Ankeny, Iowa 50023

By:   
Name: Larry Halbrook  
Title: Member

**HALBROOK RENTALS LLC**, Grantor with respect to the following property:

7050 NE 14<sup>th</sup> Street, Ankeny, Iowa 50023

By:   
Name: Larry Halbrook  
Title: Member

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

On this 11 day of December, 2017 before me, the undersigned, a Notary Public in and for said County and State personally appeared each Grantor set forth above, to me personally known, who being by me duly sworn, did say that he holds the title in each Grantor as set forth under his signature above, executing the within and foregoing instrument and acknowledged that with respect to each such Grantor signature, he executed the same as his voluntary act and deed of each LLC, by it and him voluntarily executed.

*Ron Cox*

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**CITY OF ANKENY, IOWA, Grantee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of December, 2017 before me, the undersigned, a Notary Public in and for said County and State personally appeared the Grantee set forth above, to me personally known, who being by me duly sworn, did say that he or she holds the title with the Grantee as set forth under his or her signature above, executing the within and foregoing instrument and acknowledged that with respect to such Grantee signature, he or she executed the same as his or her voluntary act and deed of the City, by it and by him or her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa