

WHEN RECORDED RETURN TO:

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

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450
SPACE ABOVE THIS LINE FOR RECORDER

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Woodland Reserve Townhome Association, 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, does 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:

A PART OF OUTLOT "X", THE WOODLAND RESERVE PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 OF THE WOODLAND RESERVE PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 86°27'123" EAST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 74.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14 ALSO BEING THE NORTHEAST CORNER OF SAID OUTLOT "X"; THENCE SOUTH 00°21'09" WEST ALONG THE EAST LINE OF SAID OUTLOT "X", 42.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°21'09" WEST ALONG SAID EAST LINE, 17.97 FEET; THENCE SOUTH 29°26'41" WEST CONTINUING ALONG SAID EAST LINE, 157.29 FEET; THENCE SOUTH 01°57'40" WEST CONTINUING ALONG SAID EAST LINE, 76.79 FEET; THENCE NORTH 21°05'24" WEST, 54.64 FEET; THENCE NORTH 05°55'19" WEST, 11.71 FEET; THENCE NORTH 08°38'05" EAST, 19.07 FEET; THENCE NORTH 28°37'32" EAST, 88.05 FEET; THENCE NORTH 25°38'00" EAST, 21.15 FEET; THENCE NORTH 15°58'11" EAST, 15.56 FEET; THENCE NORTH 14°09'157" EAST, 18.03 FEET; THENCE NORTH 24°04'55" EAST, 14.25 FEET; THENCE NORTH 54°54'58" EAST, 19.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,038 S.F.).

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

Public Recreation Trail

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, 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. 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. Trail Maintenance. The City shall be responsible for any reconstruction, replacement, repair or maintenance of the existing recreation trail improvements located within the Easement Area. The City shall then 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).
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 22 day of 12, 2017

Woodland Reserve Townhome Association:

By: 

Name: Larry Harding

Title: Vice-President

STATE OF IOWA, COUNTY OF Polk, ss:

On this 22nd day of December, 2017, before me, the undersigned, a Notary Public in and for said County and State personally appeared Larry Harding, to me personally known, who being by me duly sworn, did say that he is the Vice-President of the Woodland Reserve Townhome Association Board of Directors, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the association, by it and by him voluntarily executed.

Diane Klemme

Notary Public in and for the State of Iowa



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "X"
THE WOODLAND RESERVE PLAT 2
REQUESTED BY:
CITY OF ANKENY

AREA ABOVE RESERVED FOR COUNTY RECORDER

TRAIL EASEMENT PLAT

TRAIL EASEMENT DESCRIPTION:

A PART OF OUTLOT "X", THE WOODLAND RESERVE PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 OF THE WOODLAND RESERVE PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 86°27'23" EAST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 74.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14 ALSO BEING THE NORTHEAST CORNER OF SAID OUTLOT "X"; THENCE SOUTH 00°21'09" WEST ALONG THE EAST LINE OF SAID OUTLOT "X", 42.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°21'09" WEST ALONG SAID EAST LINE, 17.97 FEET; THENCE SOUTH 29°26'41" WEST CONTINUING ALONG SAID EAST LINE, 137.29 FEET; THENCE SOUTH 01°57'40" WEST CONTINUING ALONG SAID EAST LINE, 76.79 FEET; THENCE NORTH 21°05'24" WEST, 34.64 FEET; THENCE NORTH 03°53'19" WEST, 11.71 FEET; THENCE NORTH 08°38'03" EAST, 19.07 FEET; THENCE NORTH 28°37'32" EAST, 88.05 FEET; THENCE NORTH 23°38'00" EAST, 21.13 FEET; THENCE NORTH 15°58'11" EAST, 13.56 FEET; THENCE NORTH 14°09'57" EAST, 18.03 FEET; THENCE NORTH 24°04'33" EAST, 14.23 FEET; THENCE NORTH 54°54'58" EAST, 19.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,038 S.F.).

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

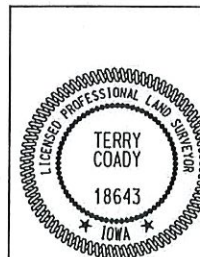
10-06-2017

OWNER

WOODLAND RESERVE TOWNHOMES ASSOCI
6900 WESTOWN PKWY
WEST DES MOINES, IA 50266

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Rail	⊥	
Calculated Point	+	
Yellow Plastic Cap	YPC	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	-----	
Section Line	-----	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	



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.

Terry Coady 12-12-2017
Terry Coady, PLS Date

License Number 18643

My License Renewal Date is December 31, 2017

Pages or sheets covered by this seal:

WOODLAND RESERVE TRAIL EASEMENT

SHEET 1 OF 2

OUTLOT "X", THE WOODLAND RESERVE PLAT 2

PN: 1170968

FLD BK: 1212 PG: 28



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

DATE: 12/12/17

PM/TECH: TLC/JDP

THE WOODLAND RESERVE PLAT 1

SW Corner Lot 14
Fnd 1/2" Rebar
YPC #15980

Lot 13

Lot 14

Corner Lot 14

SE Corner Lot 14

N86°27'23"E 74.47'M
N86°22'19"E 74.34'R

NE Corner Outlot "X"

East Line Outlot "A"

Point of Beginning

N 54° 54' 58" E
19.58'

N 24° 04' 33" E
14.23'

N 14° 09' 57" E
18.03'

N 15° 58' 11" E
13.56'

N 23° 38' 00" E
21.13'

88.05'

S29°23'50"W 137.33'R
S29°26'41"W 137.29'M

Lot "P"

THE WOODLAND RESERVE PLAT 2

Outlot "X"

N 8° 38' 03" E
19.07'

N 3° 53' 19" W
11.71'

N 21° 05' 24" W
34.64'

S01°54'49"W 76.81'R
S1°57'40"W 76.79'

S01°04'42"E 156.56'M
S22°07'53"E 156.61'R
S2°07'53"E 156.56'M

SW Corner Lot "P"
Fnd 1/2" Rebar
YPC #15980

NE Corner Lot 14
Fnd 1/2" Rebar
YPC #15980

S00°23'21"W 57.19'M
S00°18'17"W 57.09'R

S00°21'09"W 59.99'M
S00°18'17"W 60.00'R

S00°21'09"W 17.97'

TRAIL EASEMENT
2,038 SF

Existing Trail

0 30
SCALE (FEET)

SHEET 2 OF 2

PN: 1170968

FLD BK: 1212 PG: 28

DATE: 12/12/17

PM/TECH: TLC/JDP

BONCA00\1170958_5feet_EAS - Copy.doc