

**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 SANITARY SEWER EASEMENT**

**KNOW ALL BY THESE PRESENTS:**

That this Permanent Sanitary Sewer Easement (“Easement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Timothy W. Fessler and Patricia A. Fessler (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 sidewalk easement under, through, and across the following described real estate:

**See attached Exhibit “A”**

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:

**CONSTRUCTION OF PUBLIC SANITARY SEWER 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. To the extent allowed by law, the City shall be liable for injury or property damage occurring in or to the Easement area and the property abutting said Easement area, caused by defects in the construction of the improvements. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor 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. 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.
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 February, 2018.

By: Timothy W. Fessler  
Timothy W. Fessler

By: Patricia A. Fessler  
Patricia A. Fessler

STATE OF IOWA, COUNTY OF POLK, ss:

On the 13th day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy W. Fessler and Patricia A. Fessler, 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.



Kathy Dozler  
Notary Public in and for the State of Iowa  
My Commission Expires 8-22-19

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Pamela DeMouth, 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. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



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

PREPARED FOR

CITY OF ANKENY, IOWA  
PUBLIC WORKS DEPARTMENT  
220 W 1ST STREET  
ANKENY, IOWA 50023

LEGEND

P.O.B.

POINT OF BEGINNING

SUBJECT ACQUISITION AREA

EXISTING BOUNDARY LINE



SCALE

PROPRIETOR

TIMOTHY W FESSLER  
PATRICIA A FESSLER  
3003 NW 5TH ST  
ANKENY, IA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

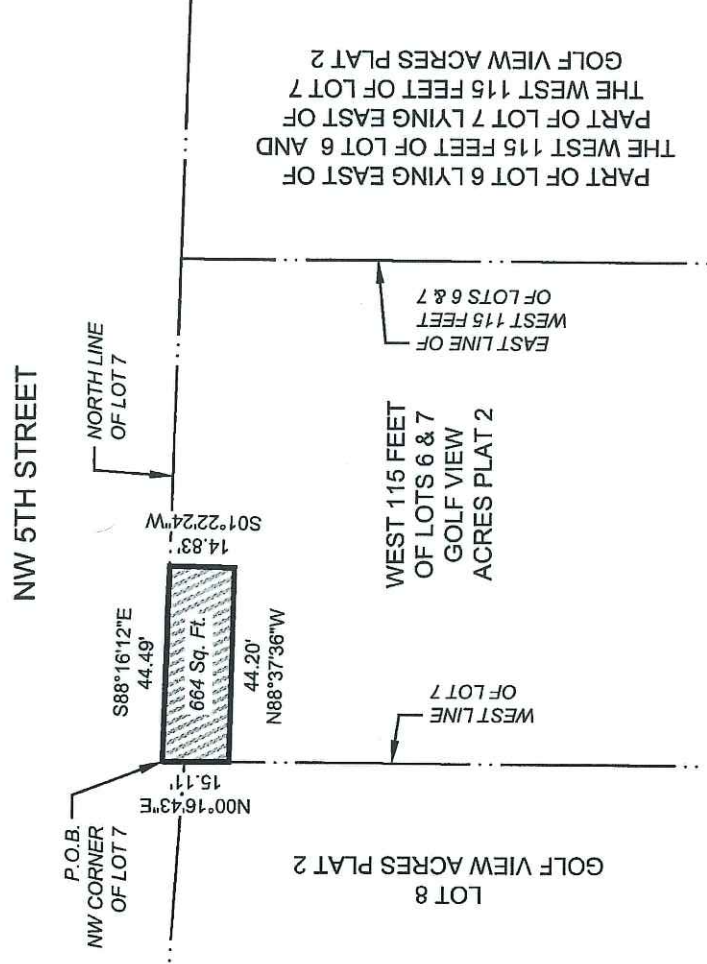
THE WEST 115 FEET OF LOTS 6 AND 7, GOLF VIEW ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT SANITARY SEWER EASEMENT

THAT PART OF THE WEST 115 FEET OF LOT 7, GOLF VIEW ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 88 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.49 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 24 SECONDS WEST, A DISTANCE OF 14.83 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 44.20 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 15.11 FEET, TO THE POINT OF BEGINNING.

CONTAINING 664 SQUARE FEET MORE OR LESS.



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:

Name: Tharen J. Helgersson, P.L.S. No. 18530

My license renewal date is December 31, 2018

Pages or sheets covered by this seal: This sheet only

12/11/2017

Date

Date of survey: 11/06/17



PROJECT: NW IRVINEDALE DRIVE & NW 5TH STREET  
INTERSECTION IMPROVEMENTS

LOCATION:

ANKENY, IOWA

|          |             |              |
|----------|-------------|--------------|
| NAI No.: | DRAWN BY:   | DWG No.:     |
| 17029    | TJH         | 1/1          |
| DATE:    | CHECKED BY: | SHEET TITLE: |
| 12/12/17 | JPN         | EX-1         |