

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 2 day of , 2018, by and between Julian M. Galloway and Julie E. Galloway (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. Except as may be caused by defects in the initial construction of the improvements, or any other 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 for 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the 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 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)]

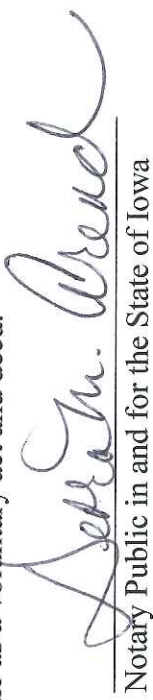
IN WITNESS WHEREOF, we have hereunto affixed our hands this 1st day of February, 2018.

By: 
Julian M. Galloway

By: 
Julie E. Galloway

STATE OF IOWA, COUNTY OF POLK, ss:

On the 1st day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Julian M. Galloway and Julie E. Galloway, 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.


Notary Public in and for the State of Iowa

My Commission Expires



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



PROPRIETOR

JULIAN M GALLOWAY
JULIE E GALLOWAY
3005 NW 5TH ST
ANKENY, IA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

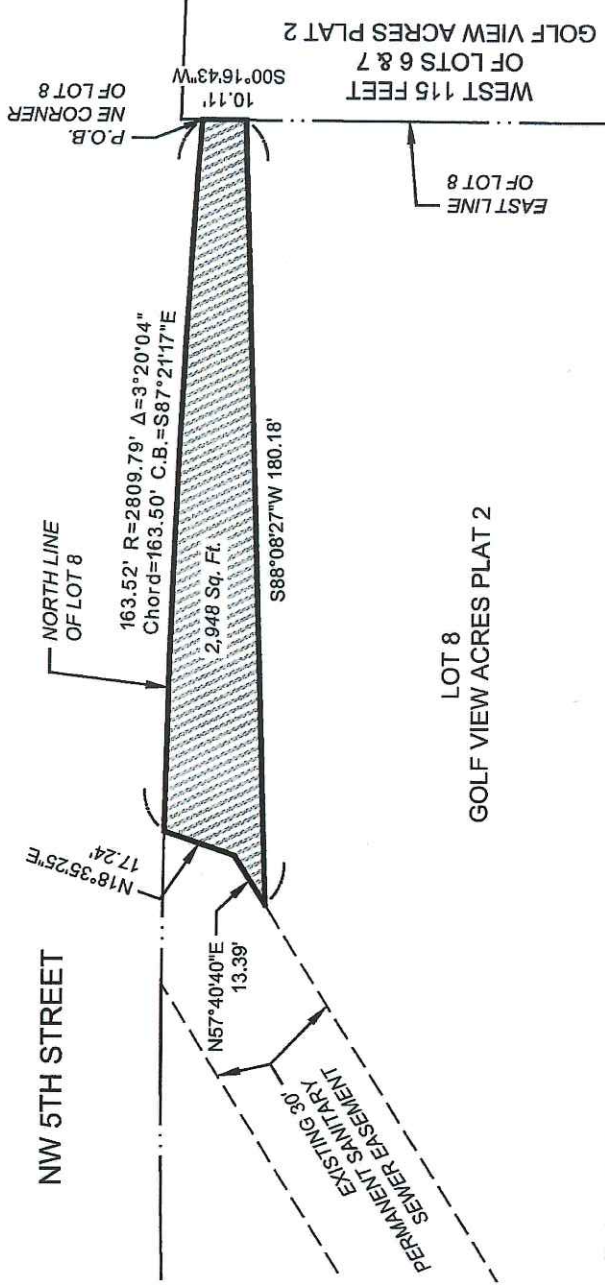
LOT 8, GOLF VIEW ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT SANITARY SEWER EASEMENT

THAT PART OF LOT 8, 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 NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00 DEGREES 16 MINUTES 43 SECONDS WEST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 27 SECONDS WEST, A DISTANCE OF 180.18 FEET; THENCE NORTH 57 DEGREES 40 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.39 FEET; THENCE NORTH 18 DEGREES 35 MINUTES 25 SECONDS EAST, A DISTANCE OF 17.24 FEET; THENCE SOUTHEASTERLY 163.52 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 2809.79 FEET, A DELTA ANGLE OF 03 DEGREES 20 MINUTES 04 SECONDS AND A CHORD DISTANCE OF 163.50 FEET WHICH BEARS SOUTH 87 DEGREES 21 MINUTES 17 SECONDS EAST, TO THE POINT OF BEGINNING.

CONTAINING 2,948 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. Helgerson, 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

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



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

LOCATION:

ANKENY, IOWA

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