

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 February, 2018, by and between Tyler E. Hill and Christina L. Hill (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 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. Notwithstanding the foregoing, the City acknowledges and agrees to the prior placement of approximately 80

linear feet of fence, two large shade trees, two large white pine trees and row of lilac shrubs planted between the fence and the sidewalk within the Easement Area.

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, fencing, shade trees, white pine trees, lilac shrubs, 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 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 2nd day of February 2018.

By: Tyler E. Hill
Tyler E. Hill

By: Christina L. Hill
Christina L. Hill

STATE OF IOWA, COUNTY OF POLK, ss:

On the 2nd day of February 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tyler E. Hill and Christina L. Hill, 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.



Amy S. Beattie
Notary Public in and for the State of Iowa
My Commission Expires 6/8/19

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
EXISTING EASEMENT LINE



PROPRIETOR

TYLER E HILL
CHRISTINA L HILL
2917 NW 5TH ST
ANKENY, IA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

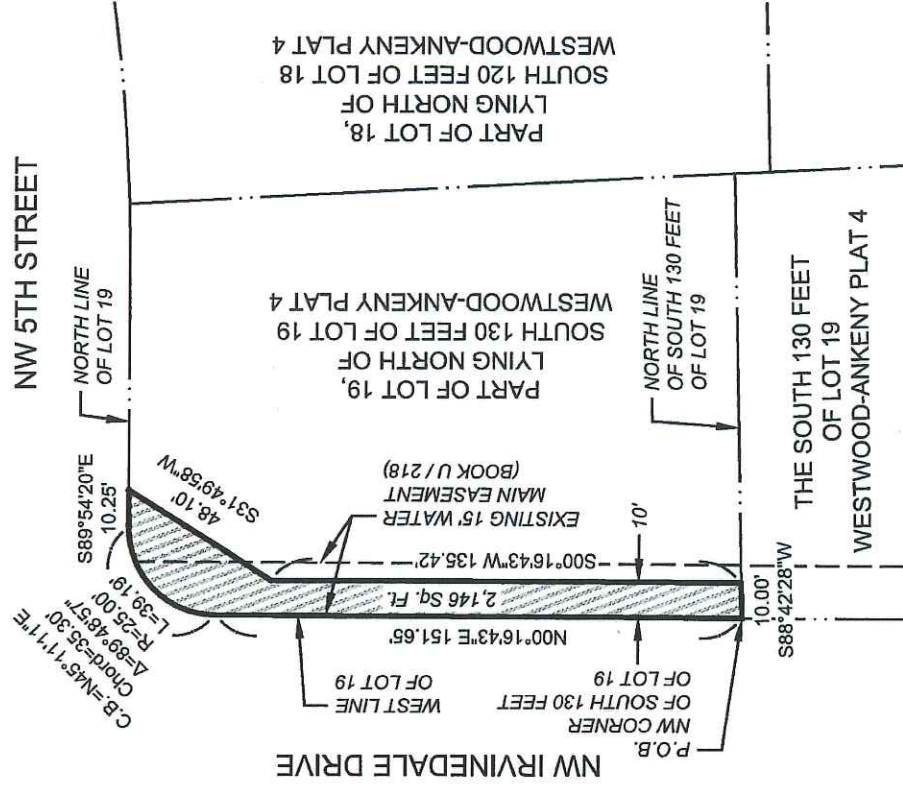
THAT PART OF LOT 19, WESTWOOD-ANKENY PLAT 4, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, LYING NORTH OF THE SOUTH 130 FEET OF SAID LOT 19.

DESCRIPTION OF PERMANENT SANITARY SEWER EASEMENT

THAT PART OF LOT 19, WESTWOOD-ANKENY PLAT 4, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, LYING NORTH OF THE SOUTH 130 FEET OF SAID LOT 19, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 130 FEET OF SAID LOT 19; THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 151.65 FEET; THENCE NORTHEASTERLY 39.19 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 48 MINUTES 57 SECONDS AND A CHORD DISTANCE OF 35.30 FEET WHICH BEARS NORTH 45 DEGREES 11 MINUTES 11 SECONDS EAST; THENCE SOUTH 89 DEGREES 54 MINUTES 20 SECONDS EAST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 10.25 FEET; THENCE SOUTH 31 DEGREES 49 MINUTES 58 SECONDS WEST, A DISTANCE OF 48.10 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 43 SECONDS WEST, A DISTANCE OF 135.42 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 28 SECONDS WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2,146 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. Helgeson, P.L.S. No. 18530

My license renewal date is December 31, 2018

Pages of sheets covered by this seal: This sheet only

12/11/2017

Date

Date of survey: 11/06/17

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

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