

**WHEN RECORDED RETURN TO:**

Amy S. Beattie  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

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

**SIDEWALK EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, VERIDIAN CREDIT UNION, 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:

See attached Exhibit "A" ("Easement Area")

That the above described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a Sidewalk for the use of the public.

1. Permitted Uses. The sidewalk may be used as a right-of-way for (1) walking, hiking, jogging, bicycling; (2) power-driven mobility devices for use by persons who have mobility impairments; City vehicles maintaining the sidewalk; and (4) emergency vehicles in the case of emergency within the Easement Area. The sidewalk may not be used for snowmobiling or for any other motorized vehicles.

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. 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.

5. 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.

6. Public Enters at Own Risk. Use of any portion of the Easement Area by members of the general public is at their own risk. Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the sidewalk; for unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions.

7. Liability. Grantor shall not be liable for any injury or property damage occurring in or to the Easement Area. To the extent allowed by law, the City agrees to indemnify, defend, and hold Grantor harmless from any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the use of the sidewalk, unless caused by the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

8. Maintenance. The City shall be responsible for all sidewalk inspections and cleaning including trash removal and sweeping, snow removal and panel replacement. The Grantor shall be responsible for mowing adjacent to the sidewalk, avoid parking on the sidewalk, avoid planting and landscaping that encroaches on the sidewalk and avoid placing debris, including grass clippings and snow piles on the sidewalk.

9. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees and the public.

10. 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.

11. 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 covenants to warrant and defend the said premises against the lawful claims of all persons claiming by, through or under it, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 30 day of November, 2018.

VERIDIAN CREDIT UNION

Keith Mesch 11-30-2018  
Authorized Signer Date

\_\_\_\_\_  
Authorized Signer Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa  
COUNTY OF Black Hawk ss:

On this 30 day of November, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Mesch, of Veridian Credit Union.

☒ to me personally known  
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Karla Hyde (Sign in Ink)  
Karla Hyde (Print Name)  
Notary Public in and for the State of



**CAPACITY CLAIMED BY SIGNER:**

☐ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officer(s):

☐ Corporate Seal is affixed  
☐ No Corporate Seal procured  
☐ PARTNER(s):  
☐ Limited Partnership  
☐ General Partnership  
☐ ATTORNEY-IN-FACT  
☐ EXECUTOR(s) or TRUSTEE(s)  
☐ GUARDIAN(s) or CONSERVATOR(s)  
☐ OTHER:

**SIGNER IS REPRESENTING:**

List name(s) of entity (ies) or person(s)

VERIDIAN CREDIT UNION

**ACCEPTANCE BY CITY**

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

I, Pamela DeMouth, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement 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.

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

## INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
ERIC J. MILLER  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023  
515-964-2020  
ericmiller@snyder-associates.com  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT. OF PARCEL 2018-40  
LOT 2, CREDIT UNION PLAZA  
SEC. 24-80-24  
REQUESTED BY:  
CITY OF ANKENY

## SIDEWALK EASEMENT

### EASEMENT DESCRIPTION

A PART OF PARCEL 2018-40 OF THE PLAT OF SURVEY RECORDED IN BOOK 16951, PAGE 86 OF THE POLK COUNTY RECORDER'S OFFICE, BEING A PART OF LOT 2, CREDIT UNION PLAZA, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID PARCEL 2018-40; THENCE SOUTH 00°17'31" WEST ALONG THE WEST LINE OF SAID PARCEL 2018-40, A DISTANCE OF 20.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 21.34 FEET AND WHOSE CHORD BEARS SOUTH 31°03'47" EAST, 21.01 FEET; THENCE SOUTH 13°35'34" EAST, 76.39 FEET; THENCE SOUTH 49°22'11" EAST, 6.14 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 105.00 FEET, WHOSE ARC LENGTH IS 42.58 FEET AND WHOSE CHORD BEARS SOUTH 87°17'00" EAST, 42.29 FEET TO THE EAST LINE OF SAID PARCEL 2018-40; THENCE SOUTH 32°28'01" EAST ALONG SAID EAST LINE, 15.61 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 95.00 FEET, WHOSE ARC LENGTH IS 88.19 FEET AND WHOSE CHORD BEARS SOUTH 84°37'02" WEST, 85.06 FEET TO SAID WEST LINE OF PARCEL 2018-40; THENCE NORTH 00°17'31" EAST ALONG SAID WEST LINE, 11.61 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 105.00 FEET, WHOSE ARC LENGTH IS 18.89 FEET AND WHOSE CHORD BEARS NORTH 66°33'36" EAST, 18.86 FEET; THENCE NORTH 22°10'59" EAST, 6.14 FEET; THENCE NORTH 13°35'34" WEST, 76.39 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 3.90 FEET AND WHOSE CHORD BEARS NORTH 18°03'44" WEST, 3.90 FEET TO SAID WEST LINE; THENCE NORTH 00°17'31" EAST ALONG SAID WEST LINE, 16.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,793 S.F.).

### DATE OF SURVEY

JUNE 28, 2018

### OWNER

VERIDIAN CREDIT UNION

### BASIS OF BEARING

THE WEST LINE OF PARCEL 2018-40 WAS ASSUMED TO BEAR NORTH 0°17'31" EAST FOR THE PURPOSES OF THIS SURVEY.

## LEGEND

### Survey

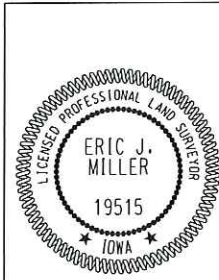
Section Corner  
1/2" Rebar, Orange Cap #19515  
(Unless Otherwise Noted)  
ROW Rail  
Calculated Point  
Platted Distance  
Measured Bearing & Distance  
Recorded As  
Deed Distance  
Calculated Distance  
Centerline  
Section Line  
1/4 Section Line  
1/4 1/4 Section Line  
Easement Line

### Found

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### Set

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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.

Eric J. Miller, PLS Date  
License Number 19515  
My License Renewal Date is December 31, 2018  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

## ANKENY- HIGH TRETTLE TRAIL EXTENSION

## SIDEWALK EASEMENT



**SNYDER**  
& ASSOCIATES

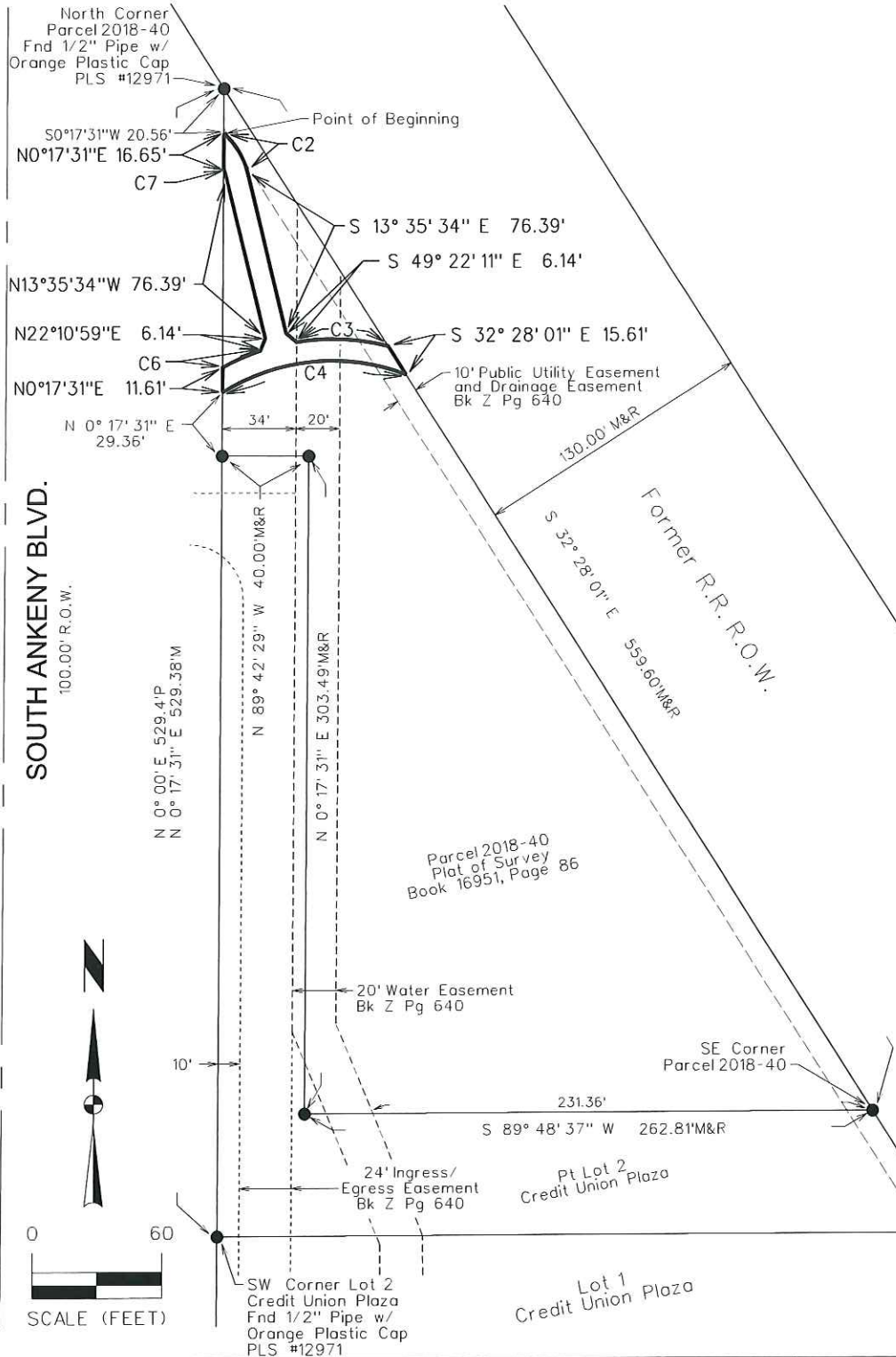
2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2  
PN: 1180166  
FLD BK: 1264 PG: 6-19  
DATE: 10/29/18  
PM/TECH: EJM/SDB

# SIDEWALK EASEMENT

## CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C2	34° 56' 25" RT	35.00'	21.34'	11.02'	S 31° 03' 47" E 21.01'
C3	23° 14' 03" RT	105.00'	42.58'	21.59'	S 87° 17' 00" E 42.29'
C4	53° 11' 24" LT	95.00'	88.19'	47.56'	S 84° 37' 02" W 85.06'
C6	10° 18' 25" RT	105.00'	18.89'	9.47'	N 66° 33' 36" E 18.86'
C7	8° 56' 20" LT	25.00'	3.90'	1.95'	N 18° 03' 44" W 3.90'



## ANKENY-HIGH TRESTLE TRAIL EXTENSION SIDEWALK EASEMENT



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

SHEET	2 OF 2
PN:	1180166
FLD BK:	1264 PG: 6-19
DATE:	10/29/18
PM/TECH:	EJM/SDB