

**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

**OVERLAND DRAINAGE AND STORM SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Veridian Credit Union, 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, do 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:

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 the following public improvements:

**Overland Drainage and Storm Sewer**

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. 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.

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 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.

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. 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, we have hereunto affixed our hands this 30<sup>th</sup> 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 \_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
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

## OVERLAND DRAINAGE AND STORM SEWER 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 36.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°05'15" EAST, 26.33 FEET TO THE EAST LINE OF SAID PARCEL 2018-40; THENCE SOUTH 32°28'01" EAST ALONG SAID EAST LINE, 39.98 FEET; THENCE NORTH 81°05'15" WEST, 48.21 FEET TO SAID WEST LINE; THENCE NORTH 00°17'31" EAST ALONG SAID WEST LINE, 30.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,118 S.F.).

### DATE OF SURVEY

JUNE 28, 2018

### OWNER

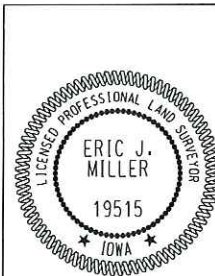
VERIDIAN CREDIT UNION

### 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	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Cap #19515 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
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.

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

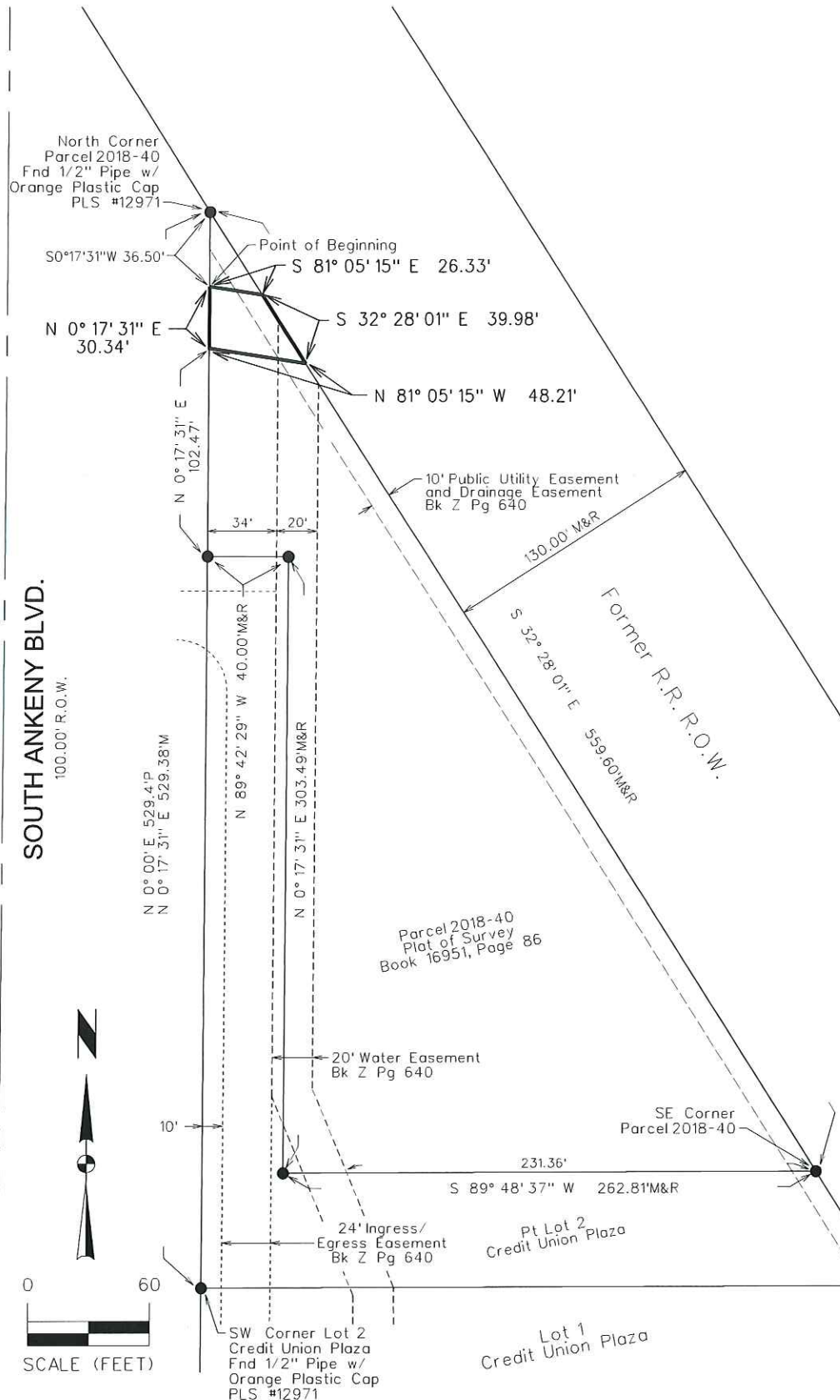
## OVERLAND DRAINAGE AND STORM SEWER EASEMENT



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

# OVERLAND DRAINAGE AND STORM SEWER EASEMENT



**ANKENY- HIGH TRESTLE TRAIL EXTENSION**

**OVERLAND DRAINAGE AND STORM SEWER EASEMENT**

**S** SNYDER  
& ASSOCIATES

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

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