

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

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ankeny Community School District, 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, 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 (and as further depicted on the attached Easement Plat):

A PART OF LOT 1, ANKENY HIGH SCHOOL PLAT 1, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 37°09'25" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°02'14" WEST, 91.06 FEET; THENCE NORTH 78°57'46" WEST, 20.00 FEET; THENCE NORTH 11°02'14" EAST, 108.95 FEET TO SAID EASTERLY LINE; THENCE SOUTH 37°09'25" EAST ALONG SAID EASTERLY LINE, 26.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,000 S.F.).

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:

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, which shall not be unreasonable granted, conditioned or delayed, 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, which shall not be unreasonably granted, conditioned, or delayed.

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, which shall not be unreasonable granted, conditioned or delayed. 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). Notwithstanding the foregoing, for the initial construction of any improvements within the Easement Area, if any trees or shrubs are located within the Easement Area, and the City disturbs or removes such trees or shrubs to install the public storm sewer, then City shall relocate or replace such trees or shrubs to another location outside the Easement Area, as directed by the Grantor. 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 the 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 its grantees, assigns and transferees.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. 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 7th day of January, 2018.

Grantor:

ANKENY COMMUNITY SCHOOL DISTRICT

[Signature] 1-7-19
Authorized Signer Date

Authorized Signer Date

Lori Lovstad / School Board President
Print Name/Title

Print Name/Title

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 7th day of January, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Lori Lovstad,

Lori Lovstad, of Ankeny Community School District.

X 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)

[Signature] (Sign in Ink)
Renee DeVenney (Print Name)
Notary Public in and for the State of

CAPACITY CLAIMED BY SIGNER:

 INDIVIDUAL
 CORPORATE

Title(s) of Corporate Officer(s):

School Board President

 Corporate Seal is affixed

 No Corporate Seal procured

 PARTNER(s):

 Limited Partnership

 General Partnership

 ATTORNEY-IN-FACT

 EXECUTOR(s) or TRUSTEE(s)

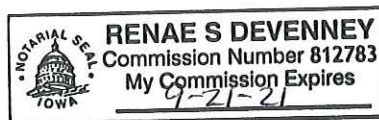
 GUARDIAN(s) or CONSERVATOR(s)

 OTHER:

SIGNER IS REPRESENTING:

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

ANKENY COMMUNITY SCHOOL
DISTRICT



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 LOT 1, ANKENY HIGH SCHOOL PLAT 1

REQUESTED BY:

CITY OF ANKENY

STORM SEWER EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION

A PART OF LOT 1, ANKENY HIGH SCHOOL PLAT 1, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 37°09'25" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°02'14" WEST, 91.06 FEET; THENCE NORTH 78°57'46" WEST, 20.00 FEET; THENCE NORTH 11°02'14" EAST, 108.95 FEET TO SAID EASTERLY LINE; THENCE SOUTH 37°09'25" EAST ALONG SAID EASTERLY LINE, 26.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,000 S.F.).

DATE OF SURVEY

JUNE 28, 2018

OWNER

ANKENY COMMUNITY SCHOOL DISTRICT

BASIS OF BEARING

THE EASTERLY LINE OF SAID LOT 1 WAS ASSUMED TO BEAR NORTH 37° 09' 25" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey

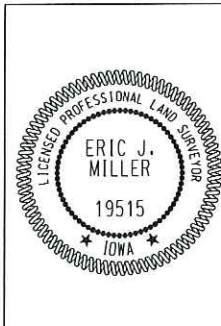
Section Corner
1/2" Rebar, Orange Cap #19515
(Unless Otherwise Noted)
ROW Rail
Calculated Point
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found

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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 TRESTLE TRAIL EXTENSION

STORM SEWER EASEMENT PLAT



SNYDER
& ASSOCIATES

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

SHEET 1 OF 2

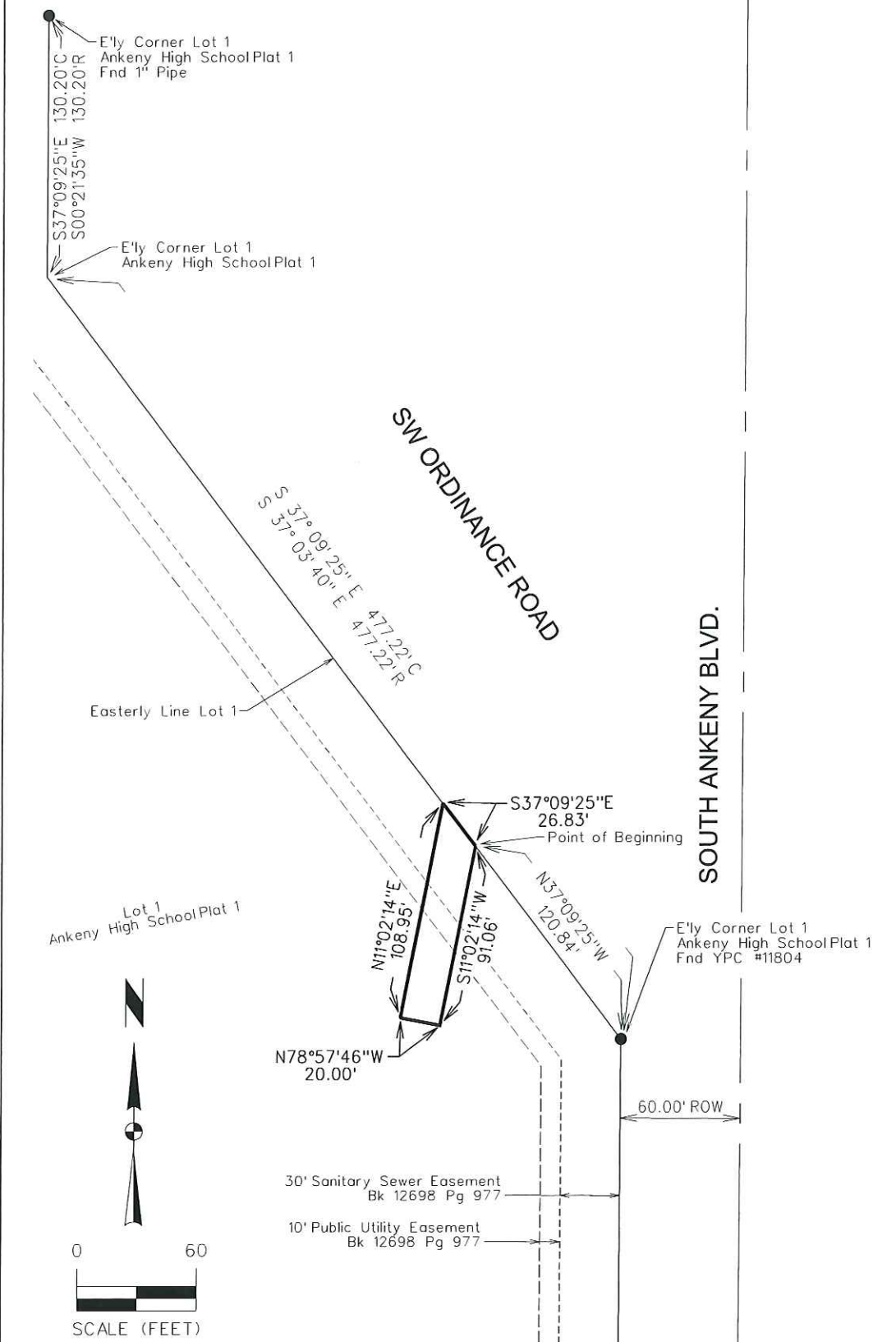
PN: 1180166

FLD BK: 1264 PG: 6-19

DATE: 07/03/18

PM/TECH: EJM/SDB

STORM SEWER EASEMENT PLAT



ANKENY- HIGH TRESTLE TRAIL EXTENSION STORM SEWER EASEMENT PLAT



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

SHEET	2 OF 2
PN:	1180166
FLD BK:	1264 PG: 6-19
DATE:	07/03/18
PM/TECH:	EJM/SDB