

**WHEN RECORDED RETURN TO:**  
City Clerk  
410 W. 1<sup>st</sup> St.  
Ankeny, IA 50023

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

### **STORM SEWER & DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jaxwil Enterprises, Inc. (Deed Holder) and WW Futures II, LLC (Contract Buyer), 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:

**See Attached Exhibit**

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 & DRAINAGE EASEMENT**

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.

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. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement 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 of Ankeny, Iowa, Council by Resolution which approval and acceptance shall be noted on this Easement by the Deputy 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 1 day of MARCH, 2019.

**Jaxwil Enterprises, Inc.**

By [Signature]  
John E. Wilhelm, President

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

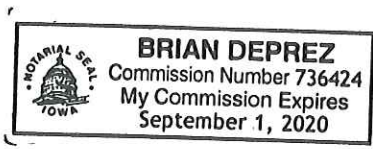
STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 1 day of MAR, A.D. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Wilhelm, President, of Jaxwil Enterprises, Inc.

to me personally known  
or E 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 executed the same in his authorized capacity(ies), and that by his 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)  
BRIAN DEPREEZ (Print Name)  
Notary Public in and for the State of Iowa



**CAPACITY CLAIMED BY SIGNER:**

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

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)  
\_\_\_\_\_



IN WITNESS WHEREOF, we have hereunto affixed our hands this 1 day of MARCH, 2019.

**WW Futures II, LLC**

By Denise L. Roberts  
Denise L. Roberts, Member

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 1 day of MAR, A.D. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Denise L. Roberts, Member, of WW Futures II, LLC.

to me personally known  
or X 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)

Brian Deprez (Sign in Ink)  
BRIAN DEPREZ (Print Name)  
Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

   INDIVIDUAL

X CORPORATE

Title(s) of Corporate Officer(s):

President Member

   Corporate Seal is affixed

   No Corporate Seal procured

   PARTNER(s):

   Limited Partnership

   General Partnership

   ATTORNEY-IN-FACT

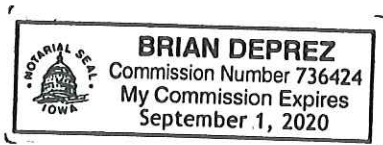
   EXECUTOR(s) or TRUSTEE(s)

   GUARDIAN(s) or CONSERVATOR(s)

   OTHER:

**SIGNER IS REPRESENTING:**

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



**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

I, Debra Arend, Deputy City Clerk of the City of Ankeny, Iowa, does 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 \_\_\_\_\_, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Debra Arend, Deputy City Clerk of the City of Ankeny, Iowa