

**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

**PERMANENT ROADWAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, TKG-StorageMart Partners Portfolio, LLC, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of Five Thousand, Two Hundred and 00/100 Dollars (\$5,200.00), 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 State of Iowa, hereinafter referred to as "Grantee" or "State", a permanent easement under, through, and across the following described real estate:

**See Attached Exhibit**

That the above-described easement is granted unto the State of Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**ROADWAY 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 State, 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 State.
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 State. The State 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 State 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 State shall restore the Easement Area after exercising its rights hereunder, provided, however, that the State'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 State 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 State, its employees, agents or its representatives, the State 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 State's exercise of this Easement. Grantor agrees to indemnify and hold the State, 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 State, 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 State 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 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<sup>st</sup> day of April, 2019.

TKG-StorageMart Partners  
Portfolio, LLC

By [Signature]  
Michael G. Burnam, CEO

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF Missouri }  
COUNTY OF Boone } ss:

On this 1<sup>st</sup> day of April, A.D. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael G. Burnam, CEO, of TKG-StorageMart Partners Portfolio, LLC.

☒ 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)  
Amy C Grover (Print Name)  
Notary Public in and for the State of

AMY C. GROVER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
Commission Expires: September 15, 2021  
Commission ID # 13536569

**CAPACITY CLAIMED BY SIGNER:**

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

CEO  
☐ 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, 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 \_\_\_\_\_, 2019, and this certificate is made pursuant to authority contained in said Resolution.

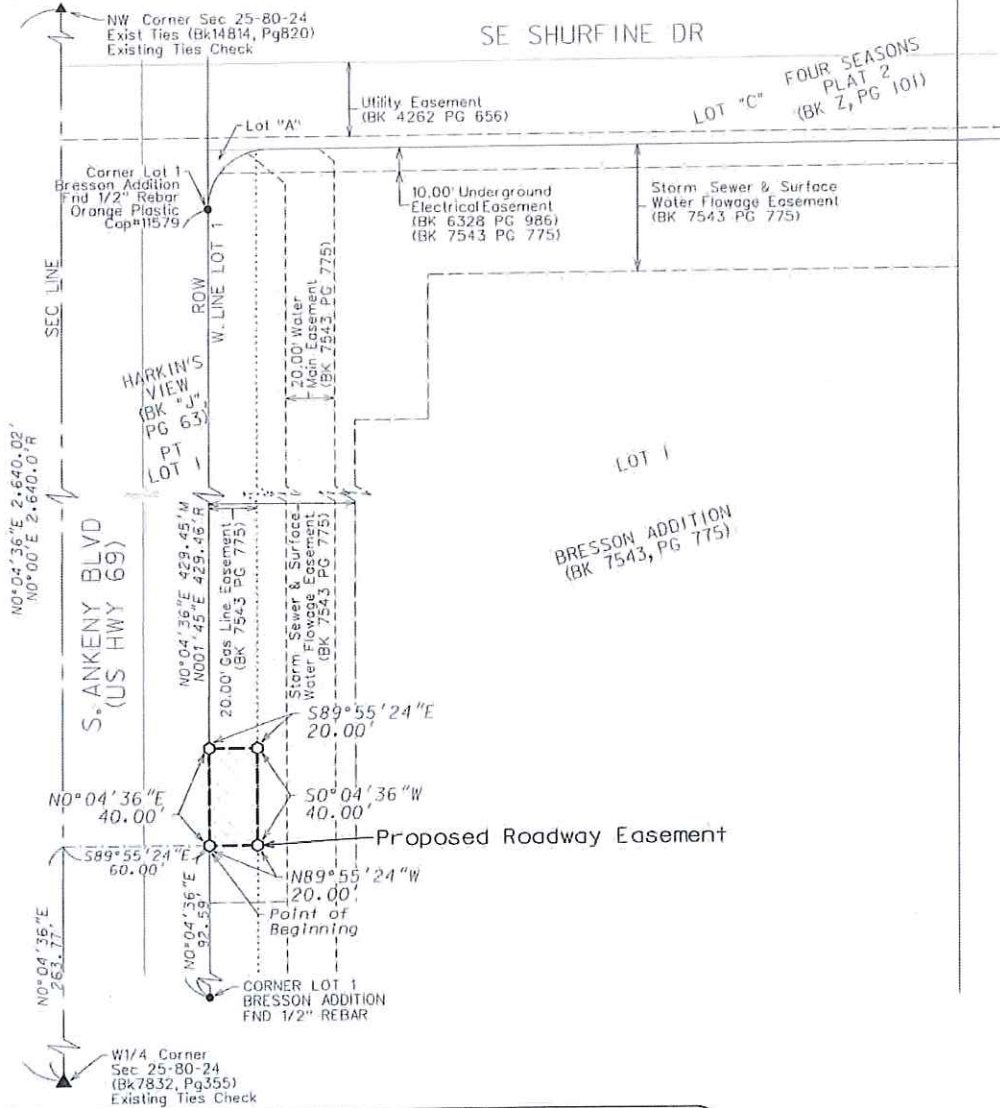
Signed this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

# ACQUISITION PLAT EXHIBIT "A"

COUNTY POLK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. S&A 117.1073.01A PARCEL NO. 9  
 SECTION 25 TOWNSHIP 80 NORTH RANGE 24 WEST  
 ROW-FEE AC, EASE 800 S.F. AC EXCESS-FEE AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM TKG CENTRAL LLC

CITY OF ANKENY, IOWA



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.

Terry Coady 11-21-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- SET 1/2" REBAR YELLOW PLASTIC CAP #18643
- FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)
- + CALCULATED CORNER



0' 30' 60'

DATE REVISED \_\_\_\_\_

DATE DRAWN NOVEMBER 21, 2018

SCALE 1" = 60'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 9

PROJECT NO. 117.1073.01A

THE EASEMENT GRANTED FOR ROADWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M.; THENCE NORTH 00°04'36" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 263.77 FEET; THENCE SOUTH 89°55'24" EAST, 60.00 FEET TO THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF S. ANKENY BOULEVARD (US HWY 69) AND TO THE POINT OF BEGINNING; THENCE NORTH 00°04'36" EAST ALONG SAID WEST LINE, 40.00 FEET; THENCE SOUTH 89°55'24" EAST, 20.00 FEET; THENCE SOUTH 0°04'36" WEST, 40.00 FEET; THENCE NORTH 89°55'24" WEST, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (800 S.F.).

NOTE:

THE WEST LINE OF THE NW 1/4 OF SECTION 25-80-24 ASSUMED TO BEAR NORTH 0°04'36" EAST.