

WHEN RECORDED RETURN TO: City Clerk, 410 W. 1st Street, Ankeny, Iowa 50023
Preparer Information: Matt Hurn, Wasker, Dorr, Wimmer and Marcouiller, PC, 4201 Westown
Pkwy, Suite 250, West Des Moines, IA 50266

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DR Horton – Iowa, LLC, 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:

THE NORTH 5.00 FEET OF LOTS 53, 72, AND 84, VILLAS AT BRINMORE
ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK
COUNTY, IOWA.

AND

THE SOUTH 5.00 FEET OF LOTS 41, 44, AND 82, VILLAS AT BRINMORE
ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK
COUNTY, IOWA.

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

Public Utility

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 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 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 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.

Dated: 7-25-2011

D.R. Horton - Iowa, LLC, a Delaware
Limited Liability Company

By D.R. Horton, Inc., a Delaware Corporation, its Manager

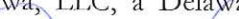
By: Joshua L. Moulton, Market President

STATE OF IOWA)
) ss:
COUNTY OF Polk)

On this 25th day of April, 2019 before me the undersigned, a Notary Public in and for said State, personally appeared Joshua L. Moulton, Market President of D.R. Horton Inc., a Delaware Corporation, Manager of D.R. Horton - Iowa, LLC, a Delaware Limited Liability Company.



- Iowa, LLC, a Delaware Limited Liability



Notary Public in and for said State

ACCEPTANCE BY CITY OF ANKENY, IOWA

CITY OF ANKENY, IOWA,
an Iowa municipal corporation

By: _____

[illegible]

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Ankeny, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Ankeny, by it and by them voluntarily executed.

By: _____
Notary Public in and for the State of Iowa