

**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Don Clark, City of Ankeny – Public Works, 220 West First Street, Ankeny, IA 50023 (515) 963-3529

**PERMANENT WATER MAIN EASEMENT**

**KNOW ALL BY THESE PRESENTS:**

That this Permanent Water Main Easement (“Easement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Gary Bauer (hereinafter referred to as “Grantor”), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as “Grantee” or “City”). In consideration of the sum of one thousand three hundred ninety seven dollars (\$1,397.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent water main easement under, through, and across the following described real estate:

**See Attached Exhibit**

That said 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:

**PUBLIC WATER MAIN AND APPURTENANCES**

1. 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 structures placed or erected under, over, on, through, across, or within the Easement area.

2. 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.
3. 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.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
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.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Gary Bauer

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Bauer to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as a voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires \_\_\_\_\_

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, Denise L. Hoy, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument 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.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa