

Prepared By: Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
Return To: City of Ankeny, Iowa, City Clerk, 410 W. 1st St., Ankeny, IA 50023

PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That HUNZIKER LAND DEVELOPMENT COMPANY, L.L.C., or the successors and assigns thereof (the "Grantor"), in consideration of the sum of one dollar and 00/100 (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, a municipal corporation (the "City"), receipt of which is hereby acknowledged, does hereby sell, grant, and convey unto the City a permanent easement for sidewalk under, through, and across the following described real estate in Polk County, Iowa:

The East Five (5) feet of Lot One (1), Hidden Creek Plat 4, an Official Plat, in the City of Ankeny, Polk County, Iowa

AND

The East Five (5) feet of Lot Two (2), Hidden Creek Plat 2, an Official Plat, in the City of Ankeny, Polk County, Iowa

(collectively, the "Easement Area") (as shown on the Sidewalk Easement exhibit attached hereto as Exhibit A and by this reference incorporated herein as if fully set forth), for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor 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 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 the prior written consent of the Grantor.
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 damage to any improvements or obstructions thereon resulting from the City's exercise of the rights granted in this Public Sidewalk Easement (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. The easement rights granted in 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. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council of the City by Resolution, which approval and acceptance shall be noted on this Easement by the City Clerk of the City.


That the Grantor does hereby covenant with the City, and the successors in interest thereof, 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; 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, the Grantor has executed this Easement on this the 7 day of January, 2020.

(SIGNATURE PAGES FOLLOW)

**SIGNATURE PAGE OF
PUBLIC SIDEWALK EASEMENT**

HUNZIKER LAND DEVELOPMENT COMPANY, L.L.C., Grantor

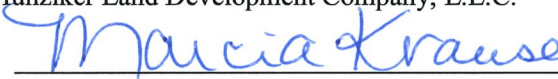
By: 
Dean E. Hunziker, Manager

By: 
Charles E. Winkleblack, Manager

STATE OF IOWA, COUNTY OF STORY:

This record was acknowledged before me on this 7 day of January, 2020 by Dean E. Hunziker and Charles E. Winkleblack, as Managers of Hunziker Land Development Company, L.L.C.




Notary Public in and for the State of Iowa
My commission expires 2-27-23

ACCEPTANCE BY CITY OF ANKENY, IOWA

CITY OF ANKENY, IOWA,
an Iowa municipal corporation

By: _____
Mayor of the City of Ankeny, Iowa

By: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK:

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, 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.

Notary Public in and for the State of Iowa
My commission expires _____

EXHIBIT A

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1, HIDDEN CREEK PLAT 4
LOT 2, HIDDEN CREEK PLAT 2
PT. NE1/4 NE1/4
SEC. 16-80-24
REQUESTED BY:
HUNZIKER LAND DEVELOPMENT CO.
RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PUBLIC SIDEWALK EASEMENT

PUBLIC SIDEWALK EASEMENT DESCRIPTION

THE EAST 5.00 FEET OF LOT 1, HIDDEN CREEK PLAT 4 AND LOT 2, HIDDEN CREEK PLAT 2, BEING OFFICIAL PLATS IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

OWNER

HUNZIKER LAND DEVELOPMENT COMPANY, LLC
105 S 16TH STREET
AMES, IA 50010-8009

DATE OF SURVEY

JULY 23, 2019

LEGEND

Survey

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
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.

Erin D. Griffin, PLS 12/16/19 Date
License Number 19710
My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal:
Sheets 1 & 2 of 2.



SNYDER
& ASSOCIATES

SURVEYED FOR:
HUNZIKER LAND DEV CO, LLC
105 S. 16TH STREET
AMES, IA 50010-8009

SURVEYED BY:
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023
(515) 964-2020
www.snyder-associates.com

FN: 119.0705
DATE: 08-16-19
REVISIONS:
REV1
REV2
REV3

PUBLIC SIDEWALK EASEMENT

NW 18TH STREET

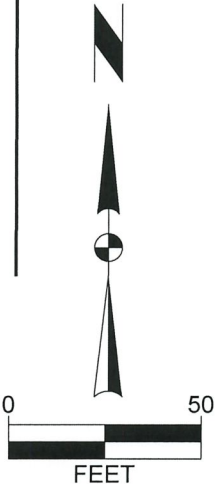
LOT 1
HIDDEN CREEK PLAT 4

5.00' Public Sidewalk Easement

LOT 2
HIDDEN CREEK PLAT 2

NW IRVINEDALE DRIVE

LOT 3
HIDDEN CREEK PLAT 2



SNYDER
& ASSOCIATES

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