

**WHEN RECORDED RETURN TO:**

Michelle Yuska, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

Preparer Information: Christopher J. Wand, 401 8<sup>th</sup> Ave. SE, Cedar Rapids, IA 52401

563-599-6800

SPACE ABOVE THIS LINE FOR RECORDER

**Hold Harmless Agreement**

Whereas, *Veridian Credit Union*, (hereinafter "Property Owner") has requested permission to place a *ground-mounted monument sign* in a portion of the City of Ankeny's (hereinafter the "City") sanitary sewer easement, more particularly described as follows:

The west 50-feet of Lot 1, Park Sight Office Park at Prairie Trail Plat 4  
and;

Whereas, the City is agreeable to allowing *Veridian Credit Union* to place its *ground-mounted monument sign* in a portion of the Sanitary Sewer Easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow *Veridian Credit Union* to place its *ground-mounted monument sign* at the northwest corner of Lot 1, Park Sight Office Park at Prairie Trail Plat 4 , in a portion of the City's Sanitary Sewer Easement. Said *ground-mounted monument sign* shall otherwise comply with all agreements, ordinances and laws.

2. *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest, agrees to remove the *ground-mounted monument sign*, at no cost to the City, within 14 days of the City's request for said removal, to allow work on the sanitary sewer or other utilities. If *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest, fails to remove said *ground-mounted monument sign* within the 14 days of the City's request then the City shall have the right to remove said *ground-mounted monument sign* at *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest, cost. In the event of a need for an emergency repair to the sanitary sewer line, the City shall have the right to remove said *ground-mounted monument sign* and bill the cost to *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest and *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the **ground-mounted monument sign** is removed, and if at the time the **ground-mounted monument sign** is removed it is a legal nonconforming use, **Veridian Credit Union** shall have the right to rebuild the same **ground-mounted monument sign** that was removed in the same or a comparable location, at **Veridian Credit Union** expense.

4. **Veridian Credit Union** agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of **Veridian Credit Union** use of the City's Sanitary Sewer Easement or the removal or rebuilding of its **ground-mounted monument sign**.

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor, and its seal to be hereunto duly fixed and attested by its City Clerk. **Veridian Credit Union** has caused this Agreement to be executed by its authorized representative.

Dated this 27 day of March, 2022.  
City of Ankeny, Iowa **Veridian Credit Union**

By: \_\_\_\_\_  
Mark E. Holm, Mayor

Attest:

By: Mark Koppedryer  
Name: Mark Koppedryer  
Title: VP of Retail

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2022, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, COUNTY OF LINN, ss:

On the 27 day of March, 2023, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mark Koppedryer, to me personally known, who being by me duly sworn, did say that he/she is the VP of Retail of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark Koppedryer, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Carolina Villavicencio  
Notary Public in and for the State of Iowa

