

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Alecia A. Cederdahl, 699 Walnut Street, Suite 2000, Des Moines, IA 50309 (515) 288-6041

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Manatt Estates LLC**, of the City of Brooklyn, County of Poweshiek, State of Iowa, 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:

PARTS OF OUTLOT 1A, LOT 1, AND LOT 2, MANATT ESTATES AS RECORDED IN BOOK 19857, PAGE 204 IN THE OFFICE OF THE POLK COUNTY, IOWA RECORDER, ANKENY, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID MANATT ESTATES;
THENCE S00°25'45"W 113.08 FEET ALONG THE EASTERLY RIGHT OF WAY U.S. HIGHWAY 69 (N ANKENY BLVD) TO THE POINT OF BEGINNING;
THENCE N83°26'02"E 74.66 FEET;
THENCE S66°34'15"E 502.08 FEET;
THENCE S89°36'24"E 129.00 FEET;
THENCE S00°23'36"W 10.00 FEET;
THENCE N89°36'24"W 131.03 FEET TO THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF A SANITARY SEWER EASEMENT RECORDED IN BOOK 19857, PAGE 218 IN THE OFFICE OF THE POLK COUNTY RECORDER;
THENCE N66°34'15"W 501.44 FEET ALONG SAID EASTERLY PROJECTION OF THE NORTHERLY LINE AND THE NORTHERLY LINE OF SAID SANITARY SEWER EASEMENT;
THENCE S83°26'02"W 73.21 FEET ALONG SAID NORTHERLY LINE TO SAID EASTERLY RIGHT OF WAY;
THENCE N00°25'45"E 10.08 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINS 7,057 SQ.FT., SUBJECT TO EASEMENTS AND RESTRICTIONS.

That the above described 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 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. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 9th day of Aug, 2024.

Grantor: Manatt Estates LLC

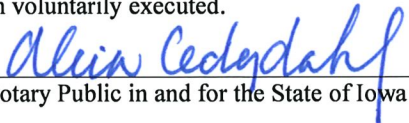
By: 

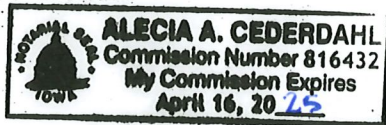
Name: Gregory W. Manatt

Title: Member

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of AUG., 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Gregory W. Manatt, to me personally known, who being by me duly sworn, did say that he is the Member of Manatt Estates LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed, by it and by him voluntarily executed.


Notary Public in and for the State of Iowa



ELECTRIC LINE EASEMENT EXHIBIT
PARTS OF OUTLOT 1A, LOT 1 & LOT 2, MANATT ESTATES
ANKENY, POLK COUNTY, IOWA

ELECTRIC LINE EASEMENT DESCRIPTION:

PARTS OF OUTLOT 1A, LOT 1, AND LOT 2, MANATT ESTATES AS RECORDED IN BOOK 19857, PAGE 204 IN THE OFFICE OF THE POLK COUNTY, IOWA RECORDER, ANKENY, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

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THENCE S00°25'45"W 113.08 FEET ALONG THE EASTERLY RIGHT OF WAY U.S. HIGHWAY 69 (N ANKENY BLVD) TO THE POINT OF BEGINNING;

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SAID EASEMENT CONTAINS 7,057 SQ.FT., SUBJECT TO EASEMENTS AND RESTRICTIONS.

	<p>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.</p> <p style="text-align: right;">8/9/24</p> <p>RYAN R. REMLING, P.L.S. DATE</p> <p>MY LICENSE RENEW IS DECEMBER 31, 2025</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 AND 2</p>
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STUBBS ENGINEERING

431 NE 72ND ST, PLEASANT HILL, IA 50327

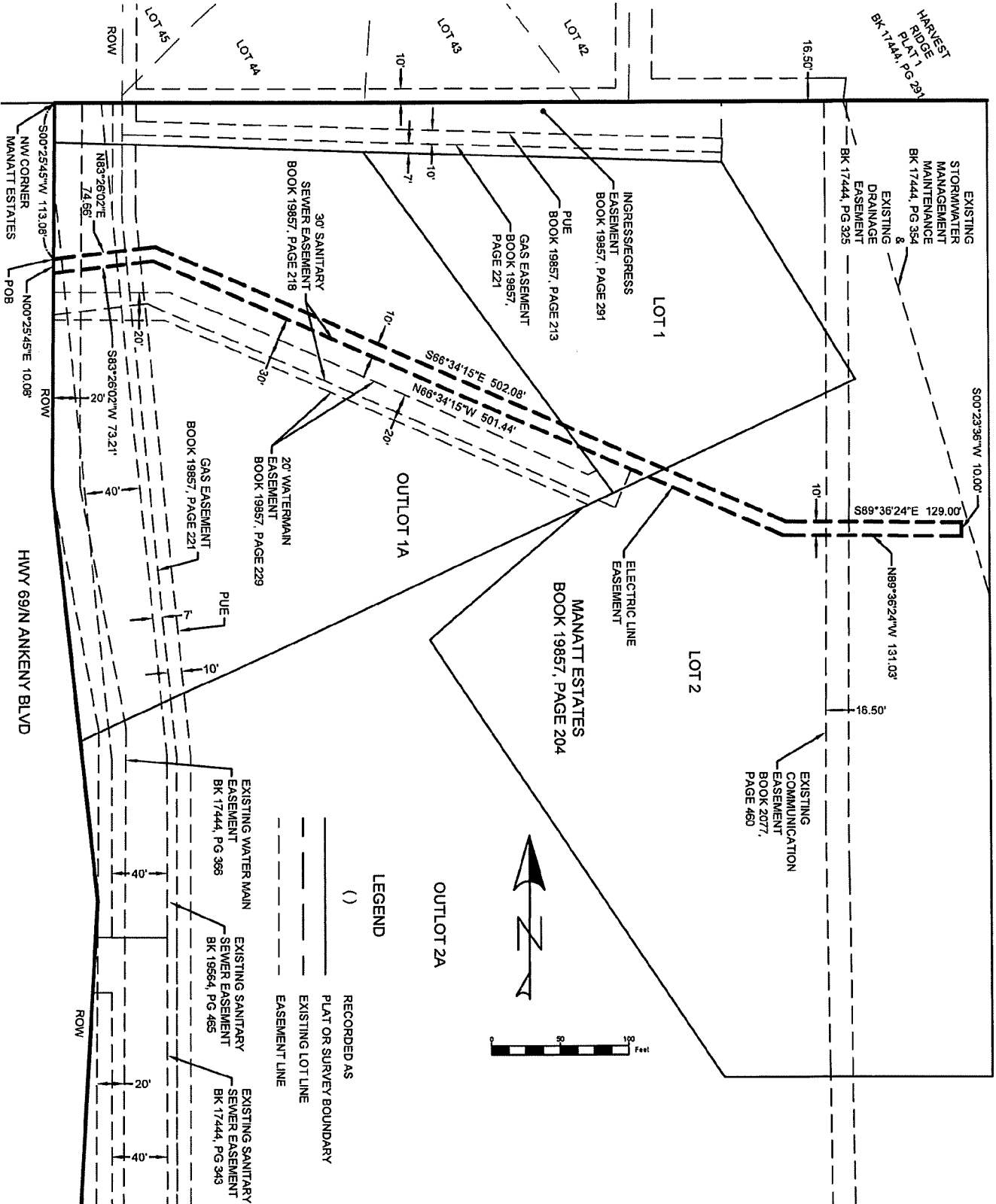
DATE: 8-9-24

SCALE: N/A

DRAWN BY: RRR

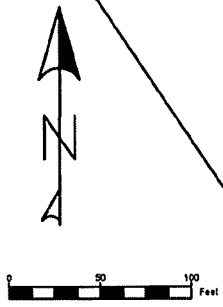
SHEET 1 OF 2

ELECTRIC LINE EASEMENT EXHIBIT
PARTS OF OUTLOT 1A, LOT 1 & LOT 2, MANATT ESTATES
ANKENY, POLK COUNTY, IOWA



LEGEND

- () RECORDED AS
- PLAT OR SURVEY BOUNDARY
- EXISTING LOT LINE
- EASEMENT LINE



STUBBS ENGINEERING
1609 N ANKENY BLVD. SUITE 230
ANKENY, IA 50023

DATE: 8-9-24
SCALE: 1" = 100'
DRAWN BY: RRR
SHEET 2 OF 2

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Alecia A. Cederdahl, 699 Walnut Street, Suite 2000, Des Moines, IA 50309 (515) 288-6041

PUBLIC GAS EASEMENT

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THENCE S89°34'15"E 80.93 FEET;
THENCE S66°34'15"E 337.22 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2;
THENCE N65°15'58"E 100.00 FEET ALONG SAID NORTHWESTERLY LINE;
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SAID EASEMENT CONTAINS 3,639 SQ.FT., SUBJECT TO EASEMENTS AND RESTRICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

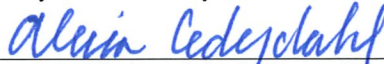
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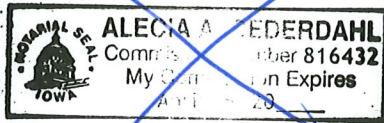
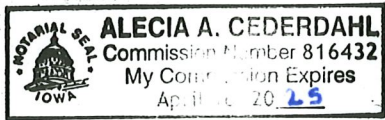
Grantor: Manatt Estates LLC

By: 
Name: Gregory W. Manatt
Title: Member

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of AUG., 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Gregory W. Manatt, to me personally known, who being by me duly sworn, did say that he is the Member of Manatt Estates LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed, by it and by him voluntarily executed.


Notary Public in and for the State of Iowa



GAS EASEMENT EXHIBIT
PARTS OF OUTLOT 1A AND OUTLOT 2A, AND PART OF LOT 2, MANATT ESTATES
ANKENY, POLK COUNTY, IOWA

GAS EASEMENT DESCRIPTION:

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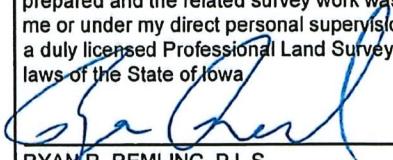
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	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	 8/9/24 RYAN R. REMLING, P.L.S. DATE MY LICENSE RENEW IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 AND 2	



STUBBS ENGINEERING

431 NE 72ND ST, PLEASANT HILL, IA 50327

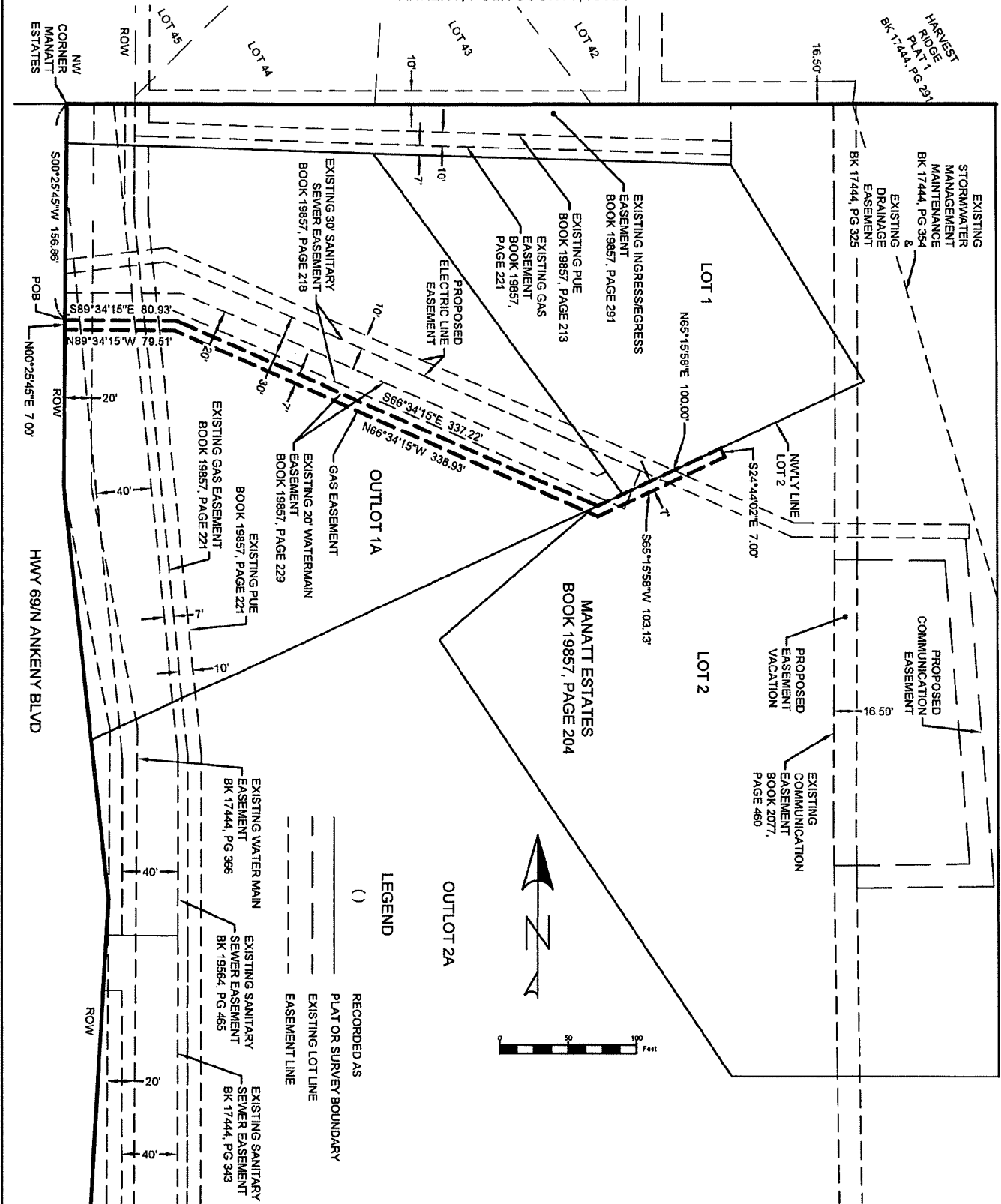
DATE: 8-9-24

SCALE: N/A

DRAWN BY: RRR

SHEET 1 OF 2


GAS EASEMENT EXHIBIT
PARTS OF OUTLOT 1A AND OUTLOT 2A, AND PART OF LOT 2, MANATT ESTATES
ANKENY, POLK COUNTY, IOWA



LEGEND

- () RECORDED AS
- PLAT OR SURVEY BOUNDARY
- EXISTING LOT LINE
- EASEMENT LINE

- EXISTING WATER MAIN EASEMENT BK 17444, PG 386
- EXISTING SANITARY SEWER EASEMENT BK 19564, PG 465
- EXISTING SANITARY SEWER EASEMENT BK 17444, PG 343



STUBBS ENGINEERING
 1609 N ANKENY BLVD. SUITE 230
 ANKENY, IA 50023

DATE: 8-9-24

SCALE: 1" = 100'

DRAWN BY: RRR