

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information:

Jake Becker, McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, Iowa 50325 (515) 964-1229

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Grove Development, LLC, of the City of Clive, County of Polk, 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:

A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE NORTH 10 FEET OF LOT 33 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 1,300 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

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.

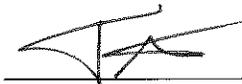
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City 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. 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.

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

Signed this 25 day of August, 2016.

Grantor:



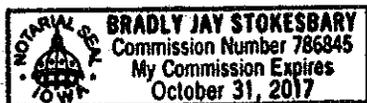
By: Grove Development, LLC

Name: Terry J. Lutz

Title: Manager

STATE OF IOWA, COUNTY OF Polk, ss:

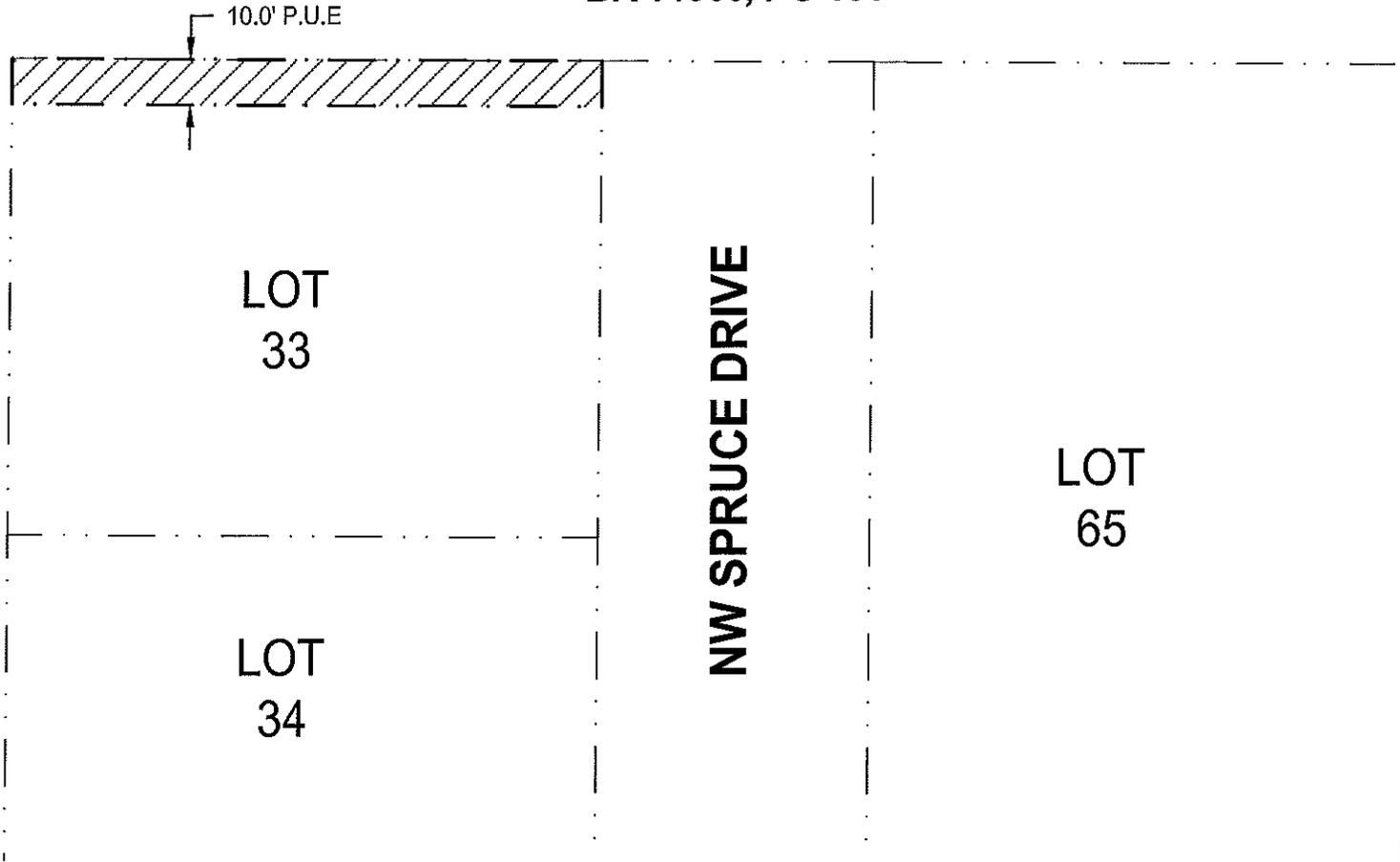
On this 25 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry J. Lutz, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Grove Development LLC, by it and by him voluntarily executed.



  
 Notary Public in and for the State of Iowa

# EASEMENT EXHIBIT - PUBLIC UTILITY EASEMENT

**CITY OF ANKENY, ROW DIVISION  
BK 14366, PG 101**



NORTH



(IN FEET)

1 inch = 40 ft.

**LEGAL DESCRIPTION**

A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE NORTH 10 FEET OF LOT 33 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 1,300 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

LEGEND	
	PROPERTY LINE
	EASEMENT AREA

**McCLURE**<sup>TM</sup>  
ENGINEERING CO.  
building strong communities.

1360 NW 121st Street  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370

**NOTICE:**  
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

**COPYRIGHT:**  
Copyright and property rights in these documents are expressly reserved by McClure Engineering Company. No reproductions, changes, or copies in any manner shall be made without obtaining prior written consent from McClure Engineering Company.

**PUBLIC UTILITY  
EASEMENT EXHIBIT**

ANKENY, IOWA  
2210026  
06/22/2016

REVISIONS	ENGINEER	DRAWN BY
	J.BECKER	C.CARLETON
	CHECKED BY	FIELD BOOK NO.
	P.SHELQUIST	-
	SKETCH NO.	REFERENCE SHEET
		EXH-01-P.U.E

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

**Preparer Information:**

Jake Becker, McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, Iowa 50325 (515) 964-1229

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Grove Development, LLC, of the City of Clive, County of Polk, 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:

A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE WEST 10 FEET OF LOT 65 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 5,070 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

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. 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.

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

Signed this 25 day of August, 2016.

Grantor:



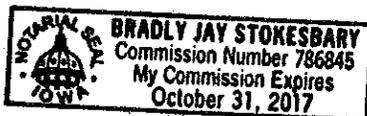
By: Grove Development, LLC

Name: Terry J. Lutz

Title: Manager

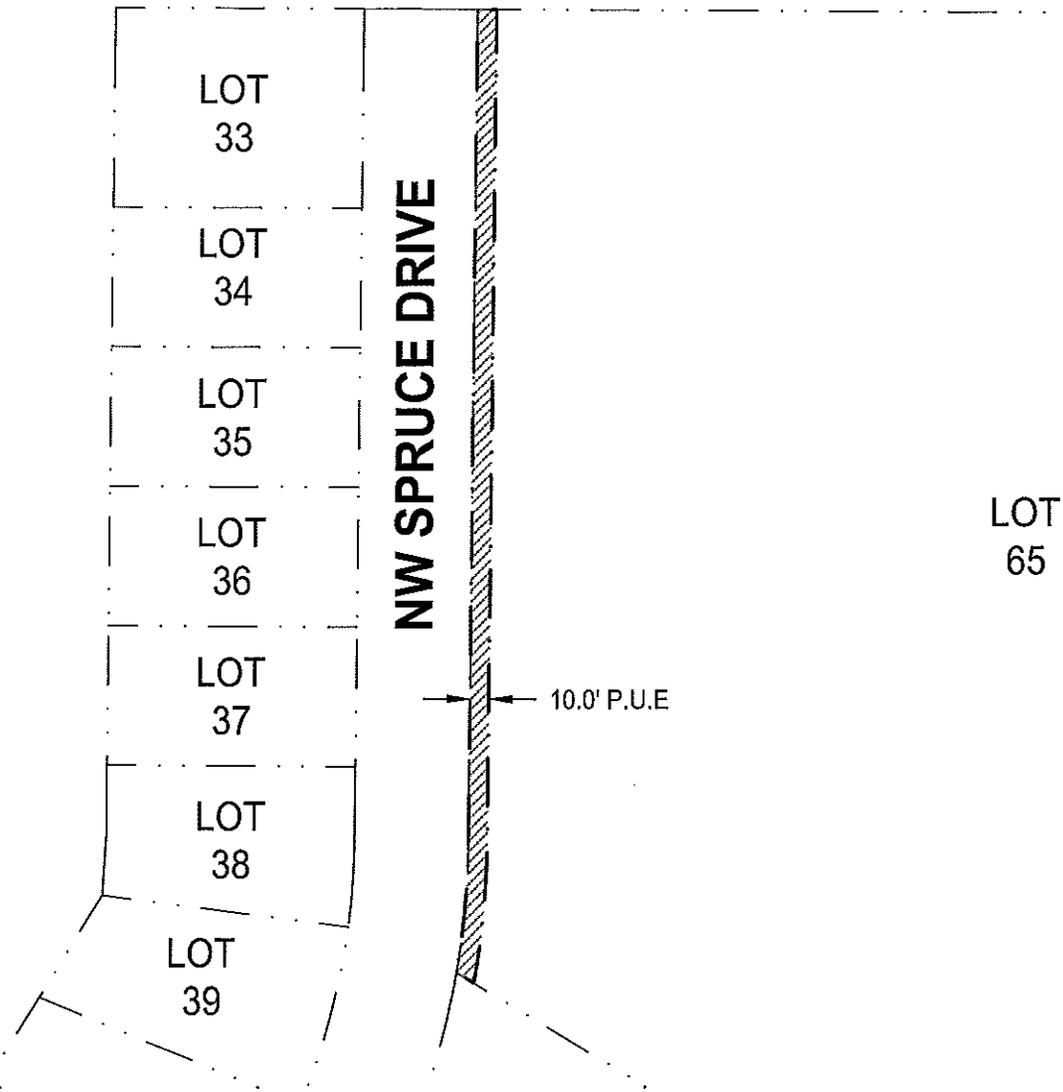
STATE OF IOWA, COUNTY OF Polk, ss:

On this 25 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry J. Lutz, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Grove Development LLC, by it and by him voluntarily executed.

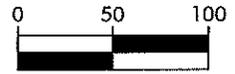


  
Notary Public in and for the State of Iowa

# EASEMENT EXHIBIT - PUBLIC UTILITY EASEMENT



NORTH



(IN FEET)  
1 inch = 100 ft.

**LEGAL DESCRIPTION**

A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE WEST 10 FEET OF LOT 65 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 5,070 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

LEGEND	
	PROPERTY LINE
	EASEMENT AREA

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ENGINEERING CO.  
building strong communities.

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fax 515-964-2370

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McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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**PUBLIC UTILITY EASEMENT EXHIBIT**

ANKENY, IOWA  
2210026  
06/22/2016

REVISIONS	
ENGINEER J.BECKER	DRAWN BY C.CARLETON
CHECKED BY P.SHELQUIST	FIELD BOOK NO. -
SKETCH NO.	REFERENCE SHEET
<b>EXH-02-P.U.E</b>	

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information:

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A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE NORTH 10 FEET OF LOT 19 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 1,250 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

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**

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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.
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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.
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Signed this 25 day of August, 2016.

Grantor:



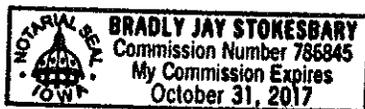
By: Grove Development, LLC

Name: Terry J. Lutz

Title: Manager

STATE OF IOWA, COUNTY OF Polk, ss:

On this 25 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry J. Lutz, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Grove Development LLC, by it and by him voluntarily executed.



  
Notary Public in and for the State of Iowa



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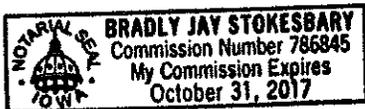
By: Grove Development, LLC

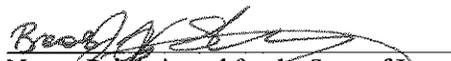
Name: Terry J. Lutz

Title: Manager

STATE OF IOWA, COUNTY OF Polk, ss:

On this 25 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry J. Lutz, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Grove Development LLC, by it and by him voluntarily executed.



  
Notary Public in and for the State of Iowa

# EASEMENT EXHIBIT - PUBLIC UTILITY EASEMENT

LOT  
65

NW ABBIE DRIVE

10.0' P.U.E

LOT  
19

LOT  
18

LOT  
17

LOT  
16

LOT  
15

LOT  
14

LOT  
13

LOT  
12

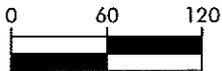
LOT  
11

LOT  
10

LOT  
9



NORTH



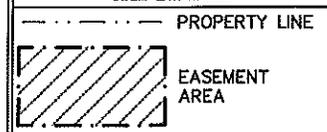
(IN FEET)

1 inch = 120 ft.

**LEGAL DESCRIPTION**

A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE EAST 10 FEET OF LOT 65 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 8,603 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

**LEGEND**



**McCLURE**<sup>TM</sup>  
ENGINEERING CO.

building strong communities.

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**PUBLIC UTILITY  
EASEMENT EXHIBIT**

ANKENY, IOWA  
2210026  
06/22/2016

**REVISIONS**

**ENGINEER**  
J. BECKER  
**CHECKED BY**  
P. SHELQUIST  
**SKETCH NO.**

**DRAWN BY**  
C. CARLETON

**FIELD BOOK NO.**  
-

**REFERENCE SHEET**

EXH-04-P.U.E

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information:

Jake Becker, McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, Iowa 50325 (515) 964-1229

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Grove Development, LLC, of the City of Clive, County of Polk, 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:

A TEN FOOT PUBLIC UTILITY EASEMENT BEING THE WEST 5 FEET OF LOT 56 AND THE EAST 5 FEET OF LOT 57 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 1,400 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

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. 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.

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

Signed this 25 day of August, 2016.

Grantor:



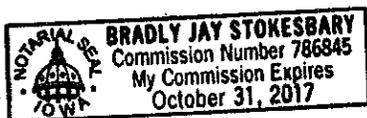
By: Grove Development, LLC

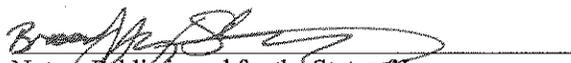
Name: Terry J. Lutz

Title: Manager

STATE OF IOWA, COUNTY OF Polk, ss:

On this 25 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry J. Lutz, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Grove Development LLC, by it and by him voluntarily executed.



  
Notary Public in and for the State of Iowa



**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information:

Jake Becker, McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, Iowa 50325 (515) 964-1229

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Grove Development, LLC, of the City of Clive, County of Polk, 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:

A FIVE FOOT PUBLIC UTILITY EASEMENT BEING THE WEST 5 FEET OF THE EAST 20 FEET OF LOT 50 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. DESCRIBED EASEMENT CONTAINS 680 SQUARE FEET AND IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD. DESCRIBED EASEMENT IS BEING ACQUIRED AS PART OF THE GROVE PLAT 3 IMPROVEMENTS PROJECT.

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.
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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.

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

Signed this 25 day of August, 2016.

Grantor:



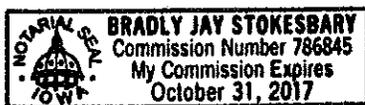
By: Grove Development, LLC

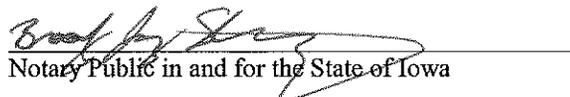
Name: Terry J. Lutz

Title: Manager

STATE OF IOWA, COUNTY OF Polk, ss:

On this 25 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry J. Lutz, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Grove Development LLC, by it and by him voluntarily executed.



  
Notary Public in and for the State of Iowa

