

WHEN RECORDED RETURN TO:

Pam DeMouth
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Emily Bodeker, 220 W 1st Street, Ankeny, IA 50023

(515) 963-3556

SPACE ABOVE THIS LINE FOR RECORDER

Sign Agreement

Whereas, ***DRA Properties, LC***, (hereinafter "Property Owner") has requested permission to place a sign in a portion of the City of Ankeny's (hereinafter the "City") sanitary sewer easement, more particularly described as follows:

LOT 2, NORTHPOINTE VILLAGE CENTER PLAT 1.

and;

Whereas, the City is agreeable to allowing ***DRA Properties, LC*** to place its 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 ***DRA Properties, LC*** to place its sign at the west side of Lot 2, Northpointe Village Center Plat 1, in a portion of the City's Sanitary Sewer Easement. Said sign shall otherwise comply with all agreements, ordinances and laws.

2. ***DRA Properties, LC***, and/or successor-in-interest, agrees to remove the 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 ***DRA Properties, LC***, and/or successor-in-interest, fails to remove said sign within the 14 days of the City's request then the City shall have the right to remove said sign at ***DRA Properties, LC***, and/or 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 sign and bill the cost to ***DRA Properties, LC*** and/or successor-in-interest and ***DRA Properties, LC*** and/or successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the sign is removed, and if at the time the sign is removed it is a legal nonconforming use, ***DRA Properties, LC*** shall have the right to rebuild the same sign that was removed in the same or a comparable location, at ***DRA Properties, LC*** expense.

4. **DRA Properties, LC** 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 **DRA Properties, LC** use of the City's Sanitary Sewer Easement or the removal or rebuilding of its 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. DRA Properties, LC has caused this Agreement to be executed by its authorized representative.

Dated this _____ day of _____, 2016.

City of Ankeny, Iowa

DRA Properties, LC

By: _____
Gary Lorenz, Mayor

By: Ted L. Rapp

Attest:

Name: Ted L. RAPP
Title: Development Director

By: _____
Pamela DeMouth, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

STATE OF Iowa, COUNTY OF Polk, ss:

On the ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **GARY LORENZ** and **PAMELA DeMOUTH**, 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 _____, 2007, and the said **GARY LORENZ** and **PAMELA DeMOUTH** 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.

On the 29 day of August, 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ted Rapp, to me personally known, who being by me duly sworn, did say that he/she is the Development Director 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 Ted Rapp, 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.

Notary Public in and for the State of Iowa

Tracy L Nemitz
Notary Public in and for the State of Iowa

