

607-
CHG RN



Doc ID: 032020830013 Type: GEN
Kind: EASEMENT
Recorded: 06/20/2017 at 03:23:38 PM
Fee Amt: \$67.00 Page 1 of 13
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2016-00105989

BK 16530 PG 826-838

RETURN TO

Prepared by: Sara Henry, Real Estate Coordinator, City of Des Moines, (515) 283-4190
Return to: Real Estate Division, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891
Taxpayer: 23 Ingersoll, LLC, 1964 West Wayzata Blvd, Suite #200, Long Lake, MN 55356
Title of Document: Easement for Building Encroachment on City-owned Property
Grantor's Name: City of Des Moines, Iowa
Grantee's Name: 23 Ingersoll, L.L.C.
Legal Description: See below on this page.

Project: Disposition -No Acquisition

Parcel No.: 490

Activity ID: 341111000

EASEMENT FOR SUBSURFACE BUILDING ENCROACHMENT ON CITY-OWNED PROPERTY

The City of Des Moines, Iowa (hereinafter referred to as the "Grantor" or "City"), in consideration of the sum of One Thousand Four Hundred Twenty-Five and No/100 Dollars (1,425.00), receipt of which is hereby acknowledged, does hereby convey unto 23 Ingersoll, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Grantee"), an Easement for Subsurface Building Encroachment below, through and across the following described property:

THAT PART OF VACATED INGERSOLL AVENUE RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO LOT 1 (EXCEPT THE WEST 33 FEET) AND LOTS 2 THROUGH 4 OF THE OFFICIAL PLAT OF LOT 13 OF OFFICIAL PLAT OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 78, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°11'29" EAST, 2.00 FEET; THENCE SOUTH 89°48'31" WEST, 273.39 FEET; THENCE NORTH 00°11'29" WEST, 2.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INGERSOLL AVENUE; THENCE NORTH 89°48'31" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 273.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (547 S.F.). PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(VACATED BY ORDINANCE NO. 15,587, PASSED June 12, 2017.)

(hereinafter referred to as the "Easement Area") for the purpose of the Grantee incorporating said Easement Area into the adjoining building and using, repairing, renovating, and maintaining the subsurface area as a building encroachment for patio footings adjoining the real property locally known as 2301 Ingersoll Avenue, Des Moines, Iowa and more specifically described as follows, and encroachments from such building into the Easement Area:

INTERV VAC ALLEY & LINDEN ST & S 14F LTS 6 & 15 & ALL LTS 7 THRU 14 & E 264F W 297F LT 21 BLK C WOODLAND PARK; AND -EX W 33F- LT 1 & ALL LTS 2, 3 & 4 OP LT 13 OF OP SW 1/4 SEC 5-78-24, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA

(hereinafter referred to as the "Benefited Property").

This Easement shall be subject to the following terms and conditions:

1. **USE OF EASEMENT AREA.** Grantee 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 for the purpose, and subject to the provisions, set forth herein. This Easement allows the Grantee, its contractors, agents, and employees, the right to enter in, upon and onto the Easement Area to perform any and all activities related to or necessary for the construction, reconstruction, repair, renovation, use, or maintenance of the subsurface patio footings, subject to the following: (1) Grantee's renovation and use of the Easement Area shall comply with all City ordinances, and State and federal laws and regulations, and shall be performed in a workmanlike manner; (2) Grantee, or its contractors, shall obtain, comply with, and pay all related fees for all necessary permits, and provide required insurance and bond, related to excavation and obstruction of City right-of-way upon and above the Easement Area prior to any and all access to the Easement Area from the surface; (3) the renovation of the Easement Area shall be constructed and installed in accordance with plans and specifications approved by the City Engineer or designee and/or the City Community Development Director or designee prior to installation.

2. **SURFACE IMPROVEMENTS EXCLUDED; RESTORATION.** Following renovation of the Easement Area and following each future access or repair thereto or maintenance thereof from the surface of the Easement Area, Grantee, at its sole cost and expense, shall promptly restore or cause restoration of the surface and above-surface improvements upon and above the Easement Area to their original condition prior to such installation and access, as determined by the City, pursuant to this Easement and to all applicable permits for use of the City right-of-way and in accordance with the City's Utility Accommodation and Street Restoration Specifications. In the event that Grantee fails to complete the restoration obligations set forth in this paragraph, or the City Engineer determines that such restoration work performed by Grantee or its contractor(s) is unacceptable, the City, in addition to other enforcement options available to it, shall have the right to complete or cause to be completed such restoration by City work crew or contractor, and to assess the costs back to Grantee.

Other than the foregoing, nothing in this Easement provides Grantee any right to use, alter, or impact the surface or above-surface improvements upon and above the Easement Area, unless required by local, state or federal law. Said surface and above-surface improvements remain dedicated sidewalk and City right-of-way abutting the Benefited Property, subject to pedestrian and/or vehicular access by the City and the public, and subject to all pertinent local, state and federal laws and regulations, including but not limited to Chapter 102 of the Municipal Code and Chapter 364 of the Code of Iowa (2011). This Easement is further subject to continued use and maintenance of any and all existing public utilities within the Easement Area at the time of recording of this Easement, including those for the benefit and use of the City of Des Moines, with the right of entry for servicing same.

3. **MAINTENANCE OF AND LIABILITY FOR EASEMENT AREA.** The Grantee shall be solely responsible for all activities related to and costs of construction, reconstruction, repair, renovation, use, or maintenance of the Easement Area. Grantee shall

maintain the Easement Area in a safe condition and in a manner so as not to physically conflict or electronically interfere with pedestrian or vehicular use of the sidewalk and City right-of-way upon and above the Easement Area.

Grantee acknowledges and agrees that it is accepting this Easement at Grantee's own risk; that the City shall not mark, locate, or otherwise identify this Easement or cause other utilities or right-of-way users to be aware of or avoid the Easement Area; that the City shall not be liable for any damage caused by the City, its employees, agents, contractors, volunteers or assigns, or by any other utility, person or entity, to Grantee's improvements within the Easement Area; and that Grantee agrees to hold the City harmless from any claims, including but not limited to claims made by Grantee, relating to the foregoing.

4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land for the benefit of the Benefited Property, and shall remain binding on the City and the City's successors and assigns and on Grantee and Grantee's successors and assigns for its duration. For purposes of this Easement and enforcement thereof, the term "Grantee" shall include Grantee's successors and assigns unless otherwise specified. The use of the Easement Area by Grantee, its successors and assigns, for the construction, reconstruction, repair, renovation, use, or maintenance of the Easement Area shall constitute Grantee's, and its successors' and assigns', acceptance of the provisions and of the obligations of Grantee as set forth in this Easement.

5. **DURATION; REMOVAL OF INTERCEPTOR UPON TERMINATION.** This Easement shall remain in full force and effect for the life of the existing building upon the Benefited Property. Following reconstruction of the Easement Area and Benefited Property, in the event that the building upon the Benefited Property is ever destroyed by any means whatsoever, to such a degree that the estimated cost of the repairs necessary to restore the building to its condition prior to such destruction exceed 60% of the assessed value of the building prior to such destruction, then this Easement shall automatically terminate with or without recorded release. In the event that Grantee abandons or no longer uses the Easement Area, then this Easement shall automatically terminate with or without recorded release.

After either such termination, Grantee shall have sixty (60) days to remove the improvements from the Easement Area and to either obtain a license for the building encroachment from the City, or secure and seal said Area in accordance with plans and specifications approved by the City Engineer or designee. If Grantee fails to remove its improvements and secure and seal the Easement Area as provided herein, it shall be deemed abandoned and the City may remove part of all of the improvements and secure and seal the Easement Area at Grantee's, or its successors or assigns, cost, or the City may assume possession and ownership of the improvements without compensation to Grantee, at City's sole discretion.

6. **INDEMNITY AND INSURANCE.** Grantee agrees (a) to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and other working on behalf of the City, as more


particularly provided in Exhibit A hereto, and (b) to obtain and maintain in continuous effect during the term of this Easement, the insurance coverage set forth in Exhibit B hereto.

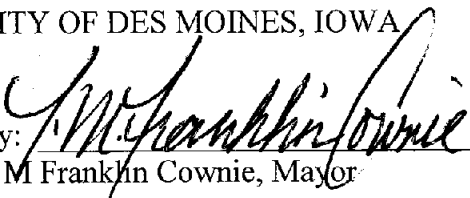
Grantee's indemnification of the City includes, but it not limited to, assumption by Grantee of all liability and financial responsibility for any cavity remaining within the Easement Area, and for any and all damages resulting from any failure of the opening, vault or cavity, and the assumption by Grantee of all financial responsibility for any and all repairs to both private and City property resulting from any failure of an opening, vault or cavity within the Easement Area.

7. **ENFORCEMENT OF EASEMENT TERMS.** The terms and obligations set forth in this Easement are enforceable by the City by any and all legally available options, including but not limited to specific performance, injunctive relief, and assessment of costs. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa, and Grantee agrees to pay and discharge all costs and fees, including fees for services rendered by the City Legal Department, attorneys, officers, employees, or agents, or any expense that shall arise from enforcing any of the terms of this Easement.
8. **SPECIAL PROVISIONS.** This Easement is subject to the reservation of an easement upon the Easement Area for the continued use and maintenance of any utilities now in place, including those for the benefit and use of the City of Des Moines, with right of entry for servicing same, until such time the utilities are relocated at Grantee's expense following written agreement with the City or applicable utility owner.

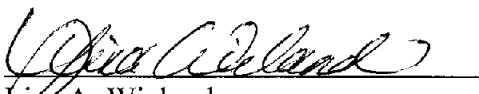
Signed this 12TH day of June 2017.

ATTEST

By: 
Diane Rauh, City Clerk

CITY OF DES MOINES, IOWA
By: 
T M Franklin Cownie, Mayor

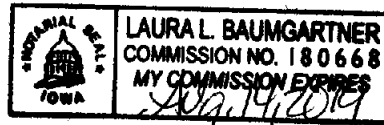
APPROVED AS TO FORM


Lisa A. Wieland
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 12th day of June, 2017 before me, the undersigned, a Notary Public, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 17- 1014 adopted by the City Council on the 12th day of June, 2017, and that T. M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Laura L. Baumgartner
Notary Public in the State of Iowa



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 FOR:
ROERS INVESTMENTS
SURVEY LOCATED:
PT. LOTS 6-15, WOODLAND PARK
PT. NE1/4 SW1/4
SECTION 05-78N-24W
REQUESTED BY:
ROERS INVESTMENTS
RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PLAT OF SURVEY
OF PERMANENT EASEMENT BEING
CONVEYED BY THE CITY OF DES MOINES

SUBSURFACE RIGHTS EASEMENT DESCRIPTION

THAT PART OF VACATED INGERSOLL AVENUE RIGHT-OF-WAY LYING SOUTH OF AND ADJACENT TO LOT 1 (EXCEPT THE WEST 33 FEET) AND LOTS 2 THROUGH 4 OF THE OFFICIAL PLAT OF LOT 13 OF OFFICIAL PLAT OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 78, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°11'29" EAST, 2.00 FEET; THENCE SOUTH 89°48'31" WEST, 273.39 FEET; THENCE NORTH 00°11'29" WEST, 2.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INGERSOLL AVENUE; THENCE NORTH 89°48'31" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 273.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (547 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

MAY 19, 2015

OWNER

CITY OF DES MOINES

LEGEND

Survey	Found	Set
Section Corner	▲	△
5/8" Rebar, Yellow Plastic Cap #13140	●	
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)		○
ROW Marker	■	□
ROW Rail	⊢	⊞
Calculated Point	+	
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	---	

EAS 11-7-16

LICENSED PROFESSIONAL LAND SURVEYOR

ERIN D. GRIFFIN

19710

IOWA

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.

11/3/16

Date

Erin D. Griffin, PLS

License Number 19710

My License Renewal Date is December 31, 2017

Pages or sheets covered by this seal:

Sheets 1 and 2 of 2

2301 INGERSOLL AVENUE

SUBSURFACE RIGHTS EASEMENT



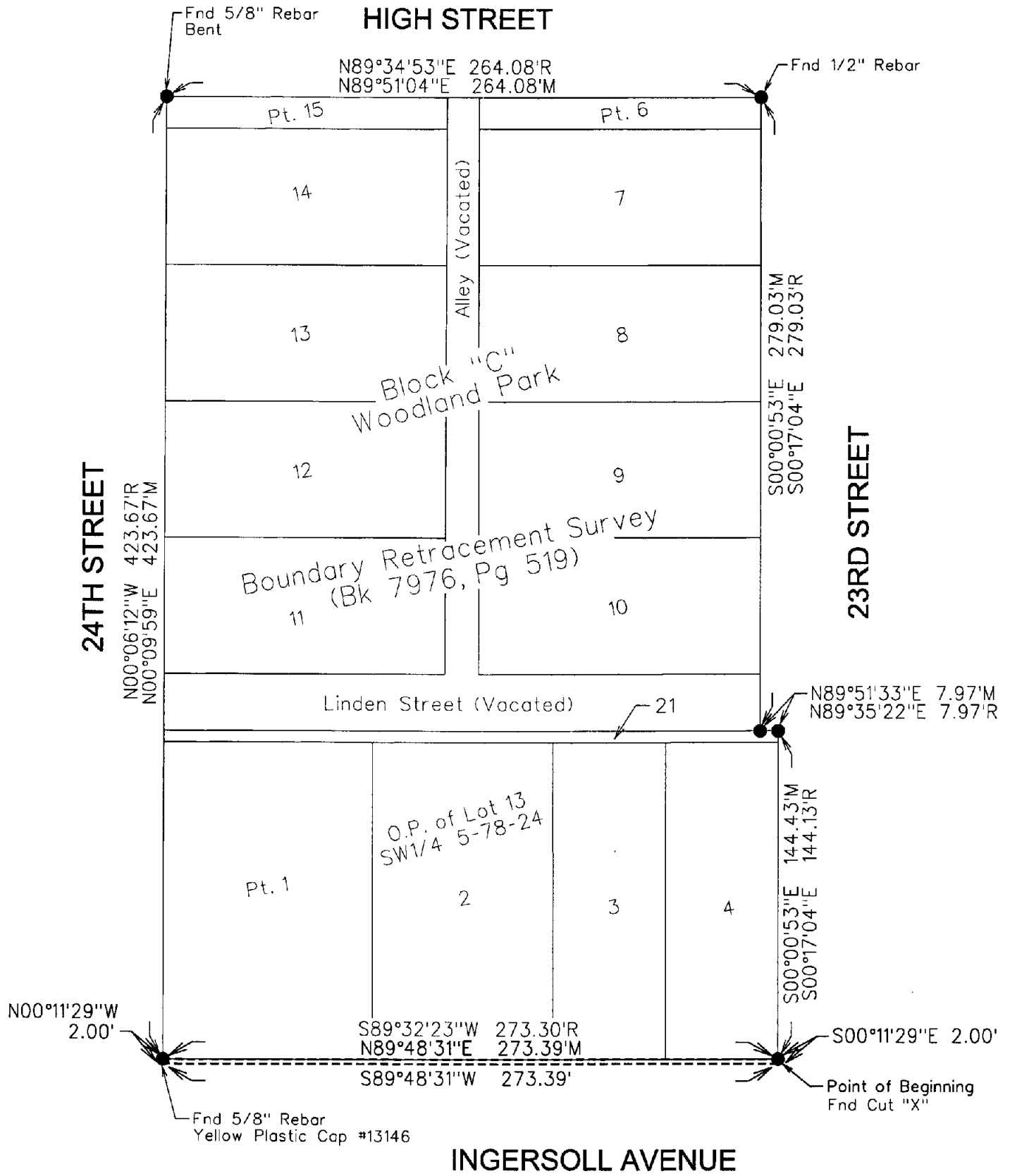
SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

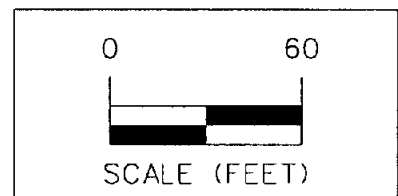
SHEET 1 OF 2
PN: 116.0477
FIELD BK 987B PG 62
DATE 10/05/16
PM/TECH EDG/SGK

PLAT OF SURVEY

OF PERMANENT EASEMENT BEING
CONVEYED BY THE CITY OF DES MOINES



INGERSOLL AVENUE



11-7-16

2301 INGERSOLL AVENUE

SUBSURFACE RIGHTS EASEMENT



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

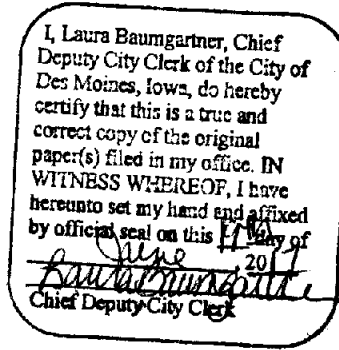
SHEET 2 OF 2
PN: 116.0477
FIELD BK 987B PG 62
DATE 10/05/16
PM/TECH EDG/SGK



Roll Call Number

17. 1014

Date June 12, 2017



Agenda Item Number

57

Page 1

HOLD HEARING FOR VACATION OF A PORTION OF CITY RIGHT-OF-WAY ADJOINING 2301 INGERSOLL AVENUE AND CONVEYANCE OF A SUBSURFACE EASEMENT THEREIN TO 23 INGERSOLL LLC FOR \$1,425.00

WHEREAS, on December 5, 2016, by Roll Call No. 16-2060, the City Council of the City of Des Moines, Iowa, received and filed a recommendation from the City Plan and Zoning Commission recommending approval of a request from Vue 23, LLC (developer) represented by Jeff Koch (officer), for vacation of the north 2 feet of Ingersoll Avenue adjoining 2301 Ingersoll Avenue to allow for subsurface encroachment of patio footings, subject to reservation of any necessary easements for any existing utilities until such time that they are abandoned or are relocated; and

WHEREAS, 23 Ingersoll LLC, represented by Jeff Koch (officer), is the current owner of the real property locally known as 2301 Ingersoll Avenue, which property is being developed into a mixed use building; and

WHEREAS, 23 Ingersoll LLC has requested the vacation of a portion of Ingersoll Avenue right-of-way adjoining 2301 Ingersoll Avenue ("City Right-of-Way"), hereinafter more fully described, and has requested that the City convey an easement interest in subsurface rights in the vacated City Right-of-Way to 23 Ingersoll LLC to allow for patio footings for the proposed mixed use building; and

WHEREAS, 23 Ingersoll LLC has offered to the City of Des Moines the purchase price of \$1,425.00 for purchase of an Easement for Subsurface Building Encroachment interest in the vacated City Right-of-Way, which price reflects the fair market value of the easement interest in the vacated City Right-of-Way as determined by the City's Real Estate Division; and

WHEREAS, there is no known current or future public need for the subsurface rights within the Ingersoll Avenue street right-of-way which adjoin 2301 Ingersoll Avenue, proposed to be vacated and sold, and the City will not be inconvenienced by the vacation and sale of said property interest; and

WHEREAS, on May 22, 2017, by Roll Call No. 17-0864, it was duly resolved by the City Council of the City of Des Moines, Iowa, that the proposed vacation and conveyance of such Easement for Subsurface Building Encroachment interest be set down for hearing on June 12, 2017, at 5:00 p.m., in the Council Chamber; and

WHEREAS, due notice of said proposal to vacate said City Right-of-Way and convey the Easement for Subsurface Building Encroachment interest was given as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with said notice, those interested in said proposed vacation and conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:



Roll Call Number

17-1014

Agenda Item Number

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Date June 12, 2017

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:

1. Upon due consideration of the facts and statements of interested persons, any and all objections to said proposed vacation and conveyance of the Easement for Subsurface Building Encroachment as legally described below are hereby overruled, and the hearing is closed.
2. There is no public need or benefit for the right-of-way proposed to be vacated, and the public would not be inconvenienced by reason of the vacation of subsurface rights in a portion of Ingersoll Avenue right-of-way adjoining 2301 Ingersoll Avenue, more specifically described as follows, subject to the reservation of any necessary easements for all existing utilities in place until such time that they are abandoned or relocated:

THAT PART OF SUBSURFACE RIGHT OF WAY OF INGERSOLL AVENUE LYING SOUTH OF AND ADJACENT TO LOT 1 (EXCEPT THE WEST 33 FEET) AND LOTS 2 THROUGH 4 OF THE OFFICIAL PLAT OF LOT 13 OF OFFICIAL PLAT OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 78, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°11'29" EAST, 2.00 FEET; THENCE SOUTH 89°48'31" WEST, 273.39 FEET; THENCE NORTH 00°11'29" WEST, 2.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INGERSOLL AVENUE; THENCE NORTH 89°48'31" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 273.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (547 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

3. That the sale and conveyance of an Easement for Subsurface Building Encroachment interest within such vacated City right-of-way, as legally described below, to 23 Ingersoll LLC for \$1,425.00, together with payment by such grantee of the estimated publication and recording costs for this transaction, subject to the reservation of any necessary easements for all existing utilities in place until such time that they are abandoned or relocated, be and is hereby approved:

THAT PART OF VACATED SUBSURFACE RIGHT-OF-WAY OF INGERSOLL AVENUE LYING SOUTH OF AND ADJACENT TO LOT 1 (EXCEPT THE WEST 33 FEET) AND LOTS 2 THROUGH 4 OF THE OFFICIAL PLAT OF LOT 13 OF OFFICIAL PLAT OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 78, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**Roll Call Number**17-1014**Agenda Item Number**57

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Date June 12, 2017

THENCE NORTH 89°48'31" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 273.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (547 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

4. The Mayor is authorized and directed to sign the Offer to Purchase and the Easement for Subsurface Building Encroachment for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.

5. Upon final passage of an ordinance vacating said subsurface portion of right-of-way and upon proof of payment of the consideration plus \$113.00 for publication and recording costs, the City Clerk is authorized and directed to forward the original of the Easement for Subsurface Building Encroachment, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Real Estate Division of the Engineering Department for the purpose of causing said documents to be recorded

6. The Real Estate Division Manager is authorized and directed to forward the original of the Easement for Subsurface Building Encroachment, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.

7. Upon receipt of the recorded documents back from the Polk County Recorder, the Real Estate Division Manager shall mail the original of the Easement for Subsurface Building Encroachment and copies of the other documents to the grantee.

8. Non-project related land sale proceeds are used to support general operating budget expenses: Org – EG064090.

(Council Communication No. 17-474)

Moved by Hensley to adopt.

APPROVED AS TO FORM:

Ann DiDonato

Ann DiDonato, Assistant City Attorney

PSN

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	<input checked="" type="checkbox"/>			
COLEMAN	<input checked="" type="checkbox"/>			
GATTO	<input checked="" type="checkbox"/>			
GRAY	<input checked="" type="checkbox"/>			
HENSLEY	<input checked="" type="checkbox"/>			
MAHAFFEY	<input checked="" type="checkbox"/>			
MOORE	<input checked="" type="checkbox"/>			
TOTAL	<u>7</u>			

MOTION CARRIED

APPROVED

T. M. Franklin Cownie
Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Diane Rauh City Clerk



AFFIDAVIT OF PUBLICATION

17-1014
57

I, Laura Baumgartner, Chief Deputy City Clerk of the City of Des Moines, Iowa, do hereby certify that this is a true and correct copy of the original paper(s) filed in my office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal on this 19th day of June, 2017.
Laura Baumgartner
Chief Deputy City Clerk

State of Iowa

County of Polk, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0002156666	5/30/17	05/30/17	\$69.06

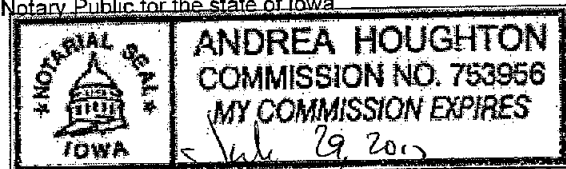
Copy of Advertisement
Exhibit "A"

[Signature]
Staff member, Register Media

Subscribed and sworn to before me by said affiant this

30th day of May, 2017

[Signature]
Notary Public for the state of Iowa



DH 17029-#1.0 p.1

17-1014

**NOTICE OF PROPOSAL TO
VACATE AND CONVEY
CITY-OWNED PROPERTY**

NOTICE IS HEREBY GIVEN that the City Council of the City of Des Moines, Iowa, shall consider adoption of an ordinance permanently vacating subsurface rights within a portion of Ingersoll Avenue right-of-way adjoining 2301 Ingersoll Avenue, legally described as follows, subject to the reservation of any necessary easements for all existing utilities in place until such time that they are abandoned or relocated:

THAT PART OF SUBSURFACE RIGHT OF WAY OF INGERSOLL AVENUE LYING SOUTH OF AND ADJACENT TO LOT 1 (EXCEPT THE WEST 33 FEET) AND LOTS 2 THROUGH 4 OF THE OFFICIAL PLAT OF LOT 13 OF OFFICIAL PLAT OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 78, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTICE IS FURTHER GIVEN, that the City Council of the City of Des Moines, Iowa, has adopted a resolution setting a hearing relating to a proposal that if the City Council first decides to vacate the above-described right-of-way, then the City of Des Moines further proposes to sell an Easement for Subsurface Building Encroachment interest within such vacated right-of-way as legally described below, to 23 Ingersoll LLC for \$1,425.00, subject to the reservation of any necessary easements for all existing utilities in place until such time that they are abandoned or relocated:

THAT PART OF VACATED SUBSURFACE RIGHT OF WAY OF INGERSOLL AVENUE LYING SOUTH OF AND ADJACENT TO LOT 1 (EXCEPT THE WEST 33 FEET) AND LOTS 2 THROUGH 4 OF THE OFFICIAL PLAT OF LOT 13 OF OFFICIAL PLAT OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 78, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED

PD10039; #69.06

17-1014

AS FOLLOWS:
BEGINNING AT THE
SOUTHEAST CORNER OF SAID
LOT 4; THENCE SOUTH $00^{\circ}11'29''$
EAST, 2.00 FEET; THENCE
SOUTH $89^{\circ}48'31''$ WEST, 273.39
FEET; THENCE NORTH
 $00^{\circ}11'29''$ WEST, 2.00 FEET TO
THE NORTH RIGHT-OF-WAY
LINE OF INGERSOLL AVENUE;
THENCE NORTH $89^{\circ}48'31''$ EAST
ALONG SAID NORTH
RIGHT-OF-WAY LINE, 273.39
FEET TO THE POINT OF
BEGINNING AND CONTAINING
0.01 ACRES (547 S.F.).
PROPERTY SUBJECT TO ANY
AND ALL EASEMENTS OF
RECORD.

NOTICE IS FURTHER GIVEN
that the City Council of the City of
Des Moines, Iowa, will consider
the adoption of the proposed
vacation ordinance and approval
of the proposed easement
conveyance after a public hearing
to be held at 5:00 p.m. in the City
Council Chamber, Richard A.
Clark Municipal Service Center,
1551 E. Martin Luther King Jr.
Parkway, Des Moines, Iowa on
June 12, 2017. Persons interested
in the proposal will be given the
opportunity to express their views
at that hearing.

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2107.

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