

COUNCIL ACTION FORM

SUBJECT: ACCEPTANCE OF EASEMENT AT 23959 580TH AVENUE (FORMER CAREMOLI PROPERTY) FOR “AMES” SIGN

BACKGROUND:

In 2017, the City provided \$15,000 in funds for a Leadership Ames class project to construct two “Ames” signs along U.S. Highway 30 near entrances to Ames. These signs were designed to appear similar to an existing sign on the Danfoss property along E. 13th Street, except the new signs were to be made from concrete instead of the original limestone. These signs were placed on private property through negotiations between the Leadership Ames class and the property owners. No easements were obtained for them.

One of the signs was constructed on the north side of U.S. 30 at 23959 580th Avenue (Caremoli property). This property has been foreclosed upon by Banker’s Trust, which now intends to sell the property. Before the property is sold, Banker’s Trust is willing to grant the City an easement for the sign. Banker’s Trust does not expect compensation in exchange for the easement.

After the sign was constructed in 2017, the property owner continued to mow the area around the sign. Staff will confer with the new property owner once the sale has been completed to discuss future maintenance of the area around the sign.

Without an easement for the sign, a new property owner may choose to remove it. Normally, City Council approval is not required when easements are granted to the City. **However, the Council’s approval is requested in this situation because the City’s initial involvement in this project did not come with an expectation for the City to have an ongoing role in this sign.**

The City typically requires other parties to sign documents such as this before they are approved by the City Council; however it is City staff’s understanding that Banker’s Trust would like to sell this property quickly. Therefore, the easement document has been prepared, but as of Friday it had not yet been reviewed or signed by Banker’s Trust. City staff will report to the Council on Tuesday if the easement is not signed prior to the Council meeting.

ALTERNATIVES:

1. Accept the easement for the “Ames” sign located at 23959 580th Avenue.
2. Do not accept the easement.

CITY MANAGER’S RECOMMENDED ACTION:

The “Ames” sign located on the former Caremoli property was only placed on that property because the owner was willing to allow its construction. Without an easement, there is no guarantee that a future property owner would keep the sign. Accepting this easement does not obligate the City to maintain or repair the sign, but allows the City to do so if it chooses.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

Easement for Sign

Know All Persons: The undersigned, **Bankers Trust Company**, (hereinafter referred to as the “**Grantor**”), for valuable consideration, does hereby grant unto the **City of Ames, Iowa**, a municipal corporation, (hereinafter referred to as the “**Grantee**”), upon the conditions hereinafter recited, the perpetual right to enter upon the land hereinafter described as the Easement Area for the uses set forth hereinafter over, upon, across and under the Easement Area together with a perpetual right of ingress and egress between said Easement Area from adjacent public rights-of-way. The Easement Area is a strip of land situated in Story County, Iowa, as shown on the attached Easement Exhibit, and described as follows:

For the use and placement of a monument sign and all appurtenant utilities, fixtures and facilities appurtenant thereto.

The real property shown on **Schedule “A”** attached hereto and by this reference made a part hereof.

Grantees shall have the right within the Easement Area to place a monument sign and to construct, reconstruct, cover over, clean up, enlarge, remove or reduce in size or scope, operate, use, maintain, and repair said monument sign within the Easement Area. The foregoing rights are granted by the Grantor and shall be accepted and exercised by the Grantee, if at all, subject to the following terms and conditions:

- 1 **Obstructions Prohibited.** The Grantor, as the fee simple owner of the underlying real estate, and the Grantors’ successors and assigns, shall not erect or place within the Easement Area any building or other structure or landscaping feature that obstructs the monument sign, in the judgment of the Grantee, except with the prior written consent of the Grantee. The Grantee shall have the right to trim or remove trees and shrubs within the Easement Area to prevent damage to or otherwise maintain the monument sign located within the Easement Area.
- 2 **Maintenance.** Nothing herein shall be construed so as to require the Grantee to maintain or repair the monument sign placed within the Easement Area, or to require the Grantee to mow, landscape, provide snow removal upon, or otherwise maintain the Easement Area.
- 3 **Nonexclusive Easement.** The easement rights granted under this instrument to the Grantee are nonexclusive. This instrument shall not preclude the Grantor from granting similar easement rights to third parties upon terms and conditions that do not impair or diminish the rights granted under this instrument to the Grantee.
- 4 **Title Warranty.** The Grantor warrants to the Grantee that the Grantor holds the Easement Area by title in fee simple; that the Grantor has good and lawful authority to grant the easement rights herein provided for; and that the Easement Area is free and clear of all liens and encumbrances.

5 **Successors and Assigns.** This Easement shall be binding upon successors and/or assigns of both Grantee and Grantor.

6 **Interpretation.** Words and phrases used in this instrument shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This instrument shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this instrument are for convenience only and in no way define or limit the scope or intent of any provisions of this instrument.

In Witness Whereof the undersigned has executed this instrument on _____, 2020.

BANKERS TRUST COMPANY

By:

John Russell, Market President

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by John Russell, as Market President of Bankers Trust Company.

NOTARY PUBLIC

Schedule 'A'

[Survey Description-Sign Easement]

A part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being described as follows: Beginning at the intersection of the West line of said Southeast Quarter with the North right of way line of U.S. Highway #30; thence N00°17'39"E, 45.00 feet along the West line of said Southeast Quarter; thence N89°51'20"E, 75.00 feet; thence S00°17'39"W, 45.00 feet to the North right of way line of U.S. Highway #30; thence S89°51'20"W, 75.00 feet along said line to the point of beginning.

[Containing 3374.90 s.f., more or less].

Accepted on _____, 2020, by Resolution No. 20-_____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

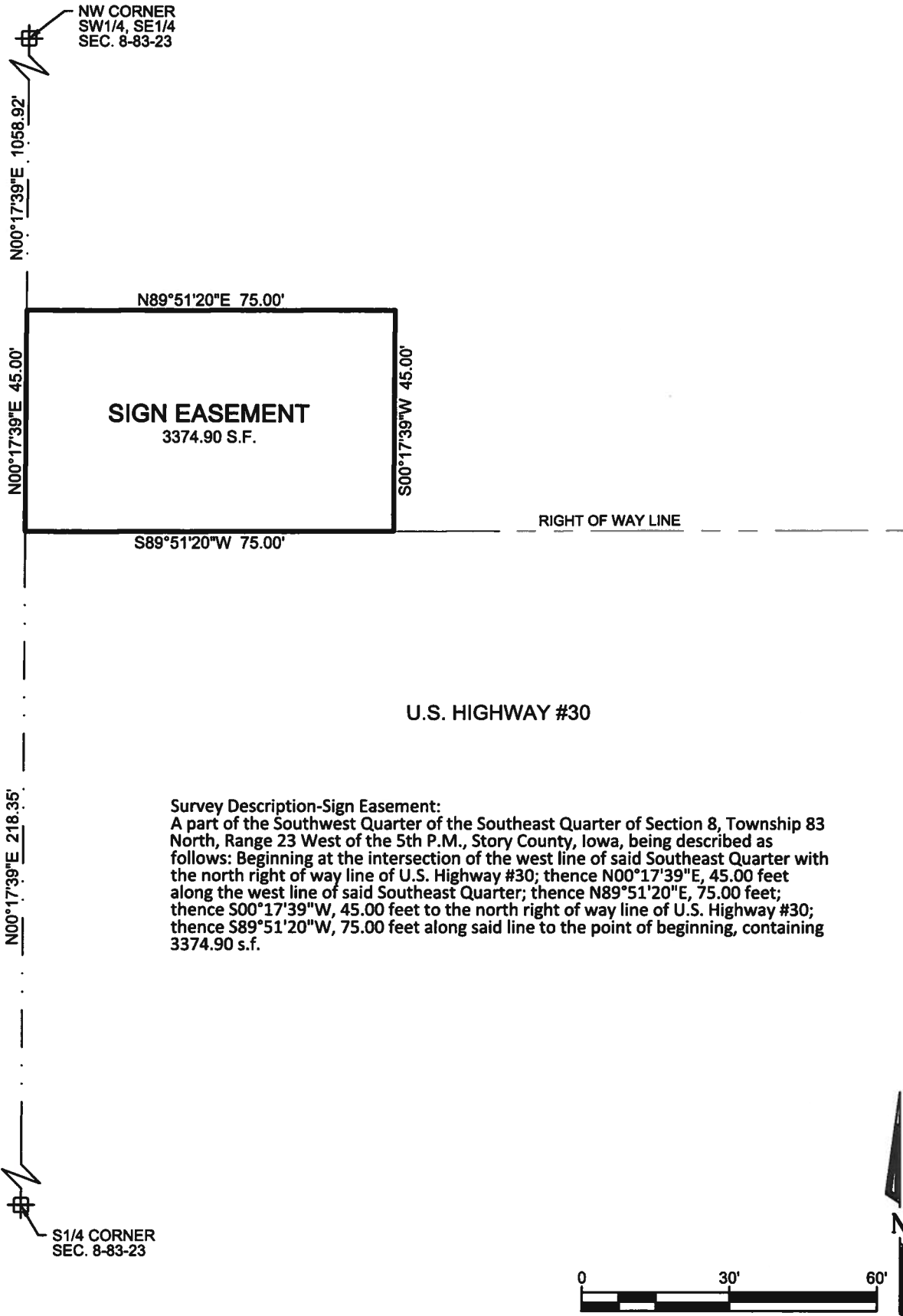
EASEMENT EXHIBIT

LOCATION: SW1/4, SE1/4, SECTION 8-83-23
STORY COUNTY, IOWA

PROPRIETOR: BANKERS TRUST COMPANY

REQUESTED BY: CITY OF AMES

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX ENGINEERING ASSOCIATES, INC.
AMES, IA 50010
515-233-0000



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

R. Bradley Stumbo

R. BRADLEY STUMBO, PLS
License number 17161

1-22-2020

DATE

My license renewal date is December 31, 2021.

