

R FEE \$ 20.00 RMA \$ 1.00

A FEE \$ \_\_\_\_\_ ECOM \$ 1.00

T TAX \$ \_\_\_\_\_



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Tx:4064292

2016-12028

RECORDER MARK BRANDENBURG  
POTTAWATTAMIE COUNTY, IA  
FILE TIME: 09/01/2016 2:45:17 PM  
REC: 20.00AUD: T TAX:  
RMA: 1.00ECM: 1.00

**PERMANENT EASEMENT FOR STORM SEWER  
RIGHT-OF-WAY**

For the consideration of One Thousand and no/100 Dollars (\$1,000.00) and other valuable consideration in hand paid by TS Development, LLC, an Iowa limited liability company, Donald G. Weilage and Pamela L. Weilage, husband and wife ("Grantors"), do hereby grant to TS Development, LLC, an Iowa limited liability company, and its agents, contractors and assigns (collectively "Grantee"), a permanent nonexclusive easement for the purpose of conveying storm sewer, storm water drainage and basin and runoff and constructing, reconstructing, repairing, enlarging and maintaining such sewers and related structures together with necessary appurtenances thereto in, on, over, and across the following described real estate:

Real Estate located in Pottawattamie County, Iowa and legally described and pictorially shown on Exhibit "A" attached hereto.

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

1. ERECTION OF STRUCTURES PROHIBITED: Grantors shall not erect any structure over or within the Easement Area without obtaining the prior written consent of Grantee.
2. CHANGE OF GRADE PROHIBITED: Grantors shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee.
3. RIGHT OF ACCESS: Grantee's employees, representatives, agents, engineers, contractors and subcontractors shall have the right of access to the Easement Area and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
4. REMOVAL AND REPLACEMENT: The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this Easement, shall be borne by the Grantors or their successors or assigns.
5. SURFACE RESTORATION: Grantee's liability to restore the surface within the Easement Area shall be limited only to grading and sodding, bushes, grasses, replacement of landscaping rock and all necessary erosion control.
6. DUTY TO REPAIR: Grantee agrees that any drain tile, drive or access way, fence, or yard or other improvements belonging to Grantors which may be damaged as a result of any entry made through an exercise of the Grantee's right of access shall be repaired at no expense to Grantors.
7. EASEMENT RUNS WITH LAND: This Easement shall be deemed to run with the land and shall be binding on Grantors and on Grantors' successors and assigns.
8. GRANTORS' RESERVATION: Grantors reserve the right to use the Easement Area for other purposes provided however these purposes shall not interfere with Grantee's use of the Easement Area under the rights of this Easement.
9. GRANTEE'S ADDITIONAL WORK: Grantee further agrees to landscape the lower and upper pond areas, replace the existing CMP with a new CMP riser, widen Grantors' driveway to two (2) lanes and add new rock, and install Grantors' provided guardrail posts at no cost to Grantors and to Grantors' reasonable satisfaction.
10. ASSIGNMENT: Grantee shall have the right to assign this Easement.

Grantors do hereby covenant with Grantee, and Grantee's successors in interest, that Grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the Easement; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantors covenant to warrant and defend the Easement against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: Aug. 25<sup>th</sup>, 2016.

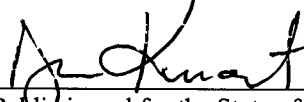
Grantors:

Donald G. Weilage  
Donald G. Weilage

Pamela L. Weilage  
Pamela L. Weilage

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

On this 25<sup>th</sup> day of August, 2016, before me, a Notary Public in and for said county and state, personally appeared Donald G. Weilage and Pamela L. Weilage, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: WHISPERING OAKS  
COUNCIL BLUFFS, IA  
JOB NO: 06519.001

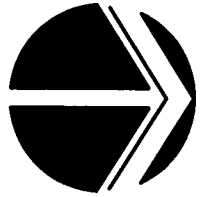
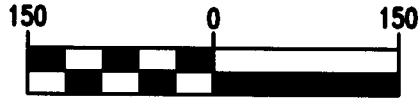
DATE: 08/30/2016

DRAWN: DJK

SCALE: 1"=150'

SHEET NO: 1 OF 2

SHEET TITLE: EXHIBIT "A" PERMANENT EASEMENT FOR STORM SEWER RIGHT OF WAY



NORTH

1 inch = 150 ft.

NORTH 1/4 CORNER  
SEC. 5-74-43

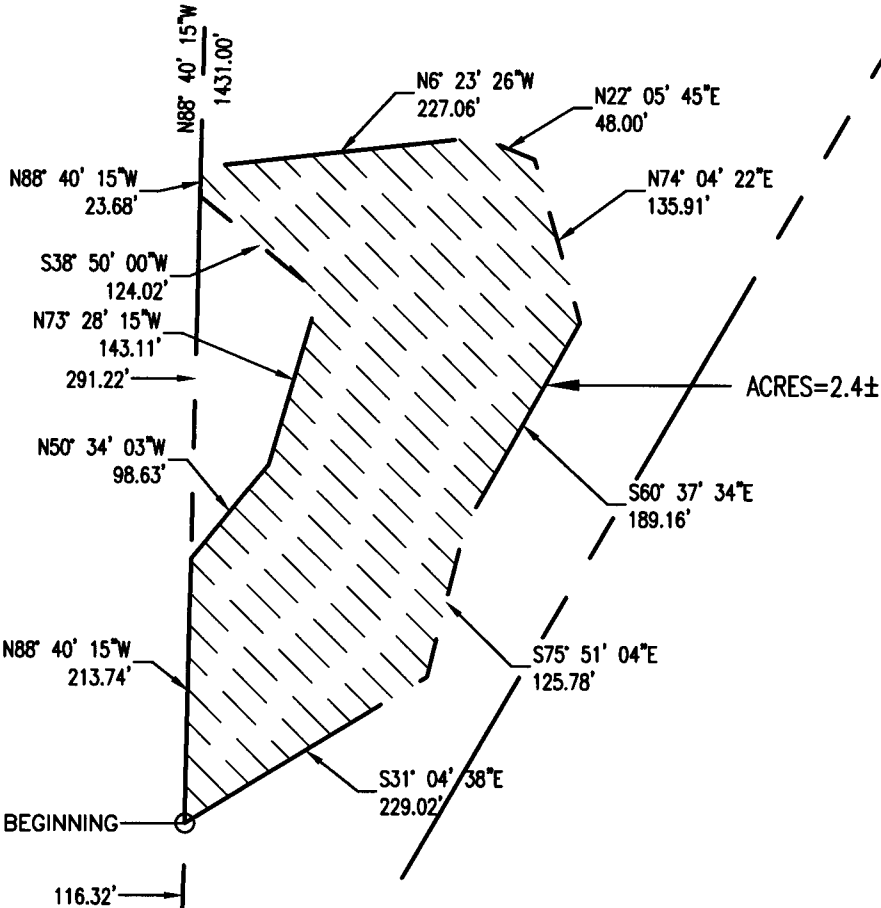
LANDOWNER INFORMATION AND PERMANENT  
EASEMENT LEGAL DESCRIPTION:  
SEE SHEET 2 OF 2

IOWA INTERSTATE RAILROAD LTD

LOT 2, A.S.  
SW 1/4, SE 1/4  
SEC. 32-75-43

N32° 48' 34"E  
812.69'

1138.40'  
S39° 39' 03"E



COMMENCING POINT  
SOUTHWEST CORNER  
SE 1/4 SE 1/4  
SEC. 32-75-43

LOT 2, A.S.  
SE 1/4 SE 1/4  
SEC. 32-75-43

# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: WHISPERING OAKS  
COUNCIL BLUFFS, IA  
JOB NO: 06519.001

DATE: 08/30/2016

DRAWN: DJK

SCALE: NONE

SHEET NO: 2 OF 2

SHEET TITLE: EXHIBIT "A" PERMANENT EASEMENT FOR STORM SEWER RIGHT OF WAY

**LANDOWNER:**

Donald G. and Pamela L. Weilage

**PARCEL ADDRESS:**

16088 Crystal Lane, Council Bluffs IA

**SUBDIVISION:**

AUDITORS SUBDIVISION SWSE 32 75 43

**PARCEL LEGAL DESCRIPTION:**

A RIGHT OF ENTRY AND PERMANENT EASEMENT FOR SANITARY SEWER RIGHT OF WAY LOCATED IN A PARCEL MORE FULLY DESCRIBED AS GARNER TWP AUD SUB SE SE LT 2 & AUD SUB SW SE PT LT 2 & SUD SUB SE SW PT LT 1 32-75-43 COMM 265.5'E SW COR SE SE TH NW 1442' to RR ROW SW822' E1696.5' to POB CONTAINING A TOTAL AREA OF 13.4 ACRES, MORE OR LESS.

**PERMANENT EASEMENT LEGAL DESCRIPTION:**

A PERMANENT STORM SEWER EASEMENT LOCATED IN PART OF LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, TOWNSHIP 75 NORTH, RANGE 43 WEST, OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF THE SE1/4 OF SECTION 32, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32; THENCE N88°40'15"W (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING THE SOUTH LINE OF SAID SW1/4 OF THE SE1/4 OF SECTION 32, A DISTANCE OF 116.32 FEET TO THE POINT OF BEGINNING; THENCE N88°40'15"W, ALONG SAID SOUTH LINE OF LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING SAID SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 32, A DISTANCE OF 213.74 FEET; THENCE N50°34'03"W, A DISTANCE OF 98.63 FEET, THENCE N73°28'15"W, A DISTANCE OF 143.11 FEET; THENCE S38°50'00"W, A DISTANCE OF 124.02 FEET TO A POINT ON SAID SOUTH LINE OF LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING SAID SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 32; THENCE N88°40'15"W, ALONG SAID SOUTH LINE OF LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING SAID SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 32, A DISTANCE OF 23.68 FEET; THENCE N06° 23'26"W, A DISTANCE OF 227.06 FEET; THENCE N22°05'45"E, A DISTANCE OF 48.00 FEET; THENCE N74°04'22"E, A DISTANCE OF 135.91 FEET; THENCE S60°37'34"E, A DISTANCE OF 189.16 FEET; THENCE S75°51'04"E, A DISTANCE OF 125.78 FEET; THENCE S31°04'38"E, A DISTANCE OF 229.02 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 103006 SQ. FT. OR 2.365 ACRES MORE OR LESS.