

R FEE \$ 20.00 RMA \$ 1.00

A FEE \$ _____ ECM \$ 1.00

T TAX \$ _____



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Tx:4064292

2016-12029

RECORDER MARK BRANDENBURG
POTTAWATTAMIE COUNTY, IA

FILE TIME: 09/01/2016 2:45:18 PM

REC: 20.00AUD: T TAX:

RMA: 1.00ECM: 1.00

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

For the consideration of Eighty-Four Thousand and no/100 Dollars (\$84,000.00) 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 sanitary sewage 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. **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. 25th, 2016.

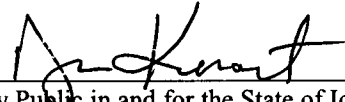
Grantors:

Donald G. Weilage
Donald G. Weilage

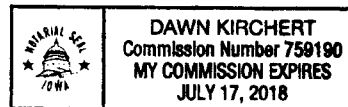
Pamela L. Weilage
Pamela L. Weilage

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 25th 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

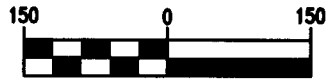
DATE: 08/30/2016

DRAWN: DJK

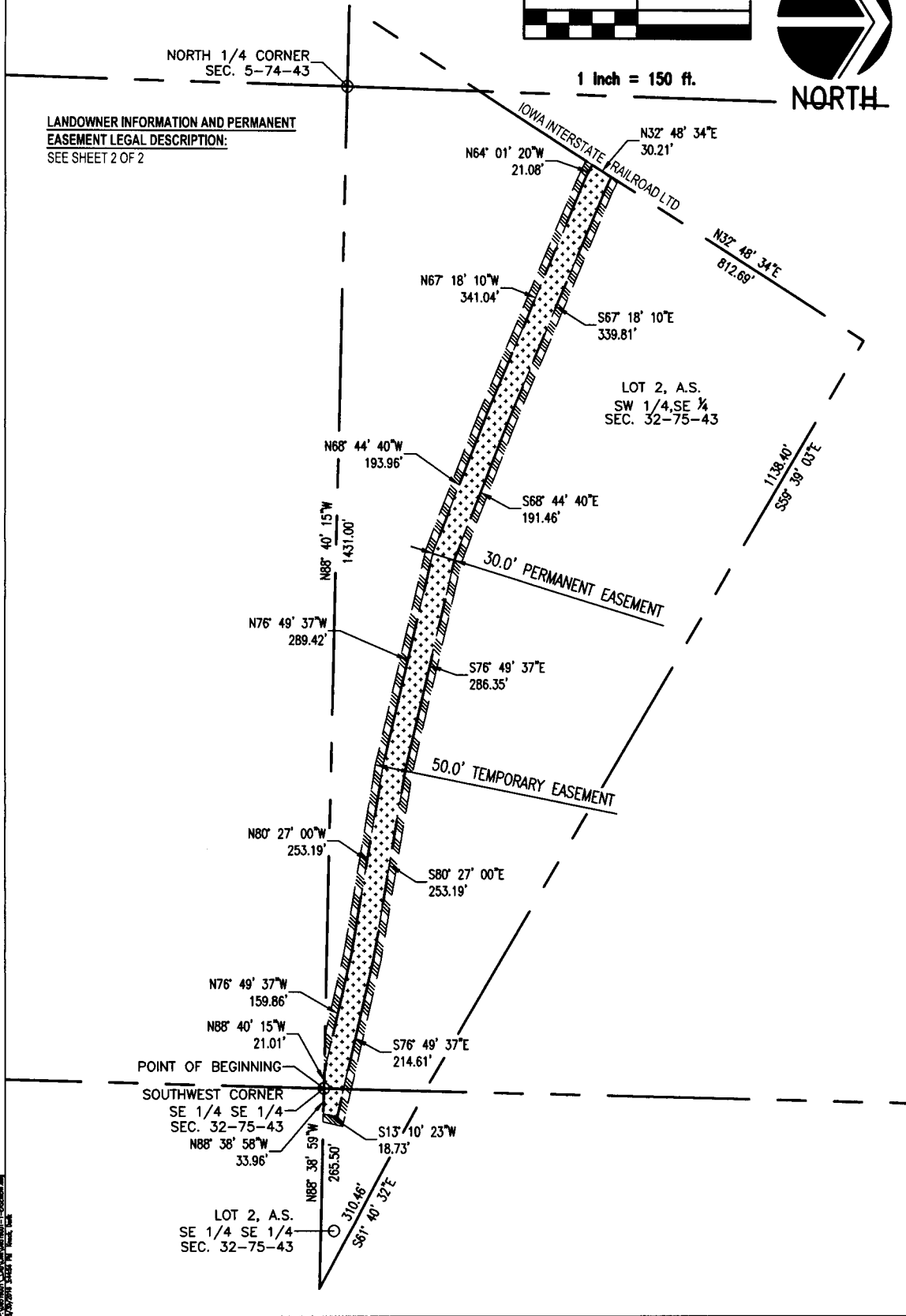
SCALE: 1"=150'

SHEET NO: 1 OF 2

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



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



SCHEMMER ARCHITECTS, ENGINEERS & PLANNERS
 100 WEST 10TH STREET, SUITE 100
 COUNCIL BLUFFS, IOWA 52521

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF THE SE1/4 OF SECTION 32, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 2, AUDITOR'S SUBDIVISION OF THE SE1/4 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 21.01 FEET; THENCE N76°49'37"W, A DISTANCE OF 159.86 FEET; THENCE N80°27'00"W, A DISTANCE OF 253.19 FEET; THENCE N76°49'37"W, A DISTANCE OF 289.42 FEET; THENCE N68°44'40"W, A DISTANCE OF 193.96 FEET; THENCE N 67°18'10"W, A DISTANCE OF 341.04 FEET; THENCE N64°01'20"W, A DISTANCE OF 21.08 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF- WAY LINE OF THE IOWA INTERSTATE RAILROAD LTD; THENCE N32°48'34"E, ALONG SAID WESTERLY LINE OF LOT 2, AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF- WAY LINE OF THE IOWA INTERSTATE RAILROAD LTD, A DISTANCE OF 30.21 FEET; THENCE S64°01'20"E, A DISTANCE OF 16.63 FEET; THENCE S67°18'10"E, A DISTANCE OF 339.81 FEET; THENCE S68°44'40"E, A DISTANCE OF 191.46 FEET; THENCE S76°49'37"E, A DISTANCE OF 286.35 FEET; THENCE S80°27'00"E, A DISTANCE OF 253.19 FEET; THENCE S76°49'37"E, A DISTANCE OF 214.61 FEET; THENCE S13°10'23"W, A DISTANCE OF 18.73 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 2, AUDITOR'S SUBDIVISION, OF THE SE1/4 OF THE SE1/4 OF SECTION 32, SAID LINE ALSO BEING THE SOUTH LINE OF THE SE1/4 OF THE SE1/4 OF SECTION 32; THENCE N88°38'59"W ALONG SAID SOUTH LINE OF LOT 2, AUDITOR'S SUBDIVISION, OF THE SE1/4 OF THE SE1/4, SECTION 32, SAID LINE ALSO BEING SAID SOUTH LINE OF THE SE1/4 OF THE SE1/4 OF SECTION 32, A DISTANCE OF 33.96 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 38913 SQ. FT. OR 0.893 ACRES MORE OR LESS.