

R FEE \$15⁰⁰ RMA \$1⁰⁰

A FEE \$ _____ ECOM \$1⁰⁰

T TAX \$ _____



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

For the consideration of \$1,000 and 00/100 Dollars and other valuable consideration in hand paid by TS Development, LLC, an Iowa limited liability company, Mr. and Mrs. Raymond J. Keithley ("Grantors") do hereby grant to TS Development, LLC, an Iowa limited liability company, and its agents, contractors and assigns (collectively "Grantee"), a permanent exclusive easement for the sole purpose of constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer line 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:** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the Grantee.
2. **CHANGE OF GRADE PROHIBITED:** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
3. **RIGHT OF ACCESS:** Grantee's employees, representatives, agents, engineers, contractors and subcontractors shall have the right of access to the Easement Area from within the Whispering Oaks subdivision and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described. Access shall not be from the Grantor's property.
4. **TEMPORARY EASEMENT:** Grantee's employees, representatives, agents, engineers, contractors and subcontractors shall have temporary access to the Temporary Easement area for the sole purpose of constructing a sanitary sewer line. Access shall not be from the Grantor's property.
5. **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.
6. **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.
7. **DUTY TO REPAIR:** Grantee agrees that any drain tile, drive or access way, fence, or yard or other improvement's belonging to Grantor 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.
8. **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.
9. **GRANTOR 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 agreement.
10. **ASSIGNMENT:** Grantee shall have the right to assign this Easement.

Grantors do hereby covenant with Grantees, 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: 4/7/17

Grantor(s): MR & MRS RAYMOND J KEITHLEY

By: Raymond Keithley

By: Cheryl R. Keithley

STATE OF IOWA)
)ss.
COUNTY OF Pottawattamie

2017-05676
RECORDER MARK BRANDENBURG
POTTAWATTAMIE COUNTY, IA
FILE TIME: 05/05/2017 1:33:01 PM
REC: 15.00AUD: T TAX:
RMA: 1.00ECM: 1.00

On this 7th day of APRIL, 2017, before me, a notary public in and for said county and said state, personally appeared Mr. and Mrs. Raymond J. Keithley, 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.

[Signature]
Notary Public in and for the State of IOWA



SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: WHISPERING OAKS
COUNCIL BLUFFS, IA

JOB NO: 06519.001

DATE: 03/22/2017

DRAWN: JAD

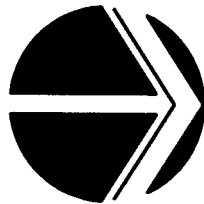
SCALE: 1"=100'

SHEET NO: 1 OF 2

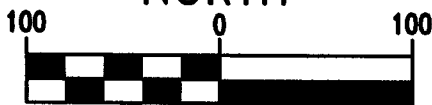
SHEET TITLE: EXHIBIT "A" PERMANENT EASEMENT FOR SANITARY SEWER RIGHT OF WAY

**LANDOWNER INFORMATION AND
PERMANENT EASEMENT LEGAL**

DESCRIPTION:
SEE SHEET 2 OF 2



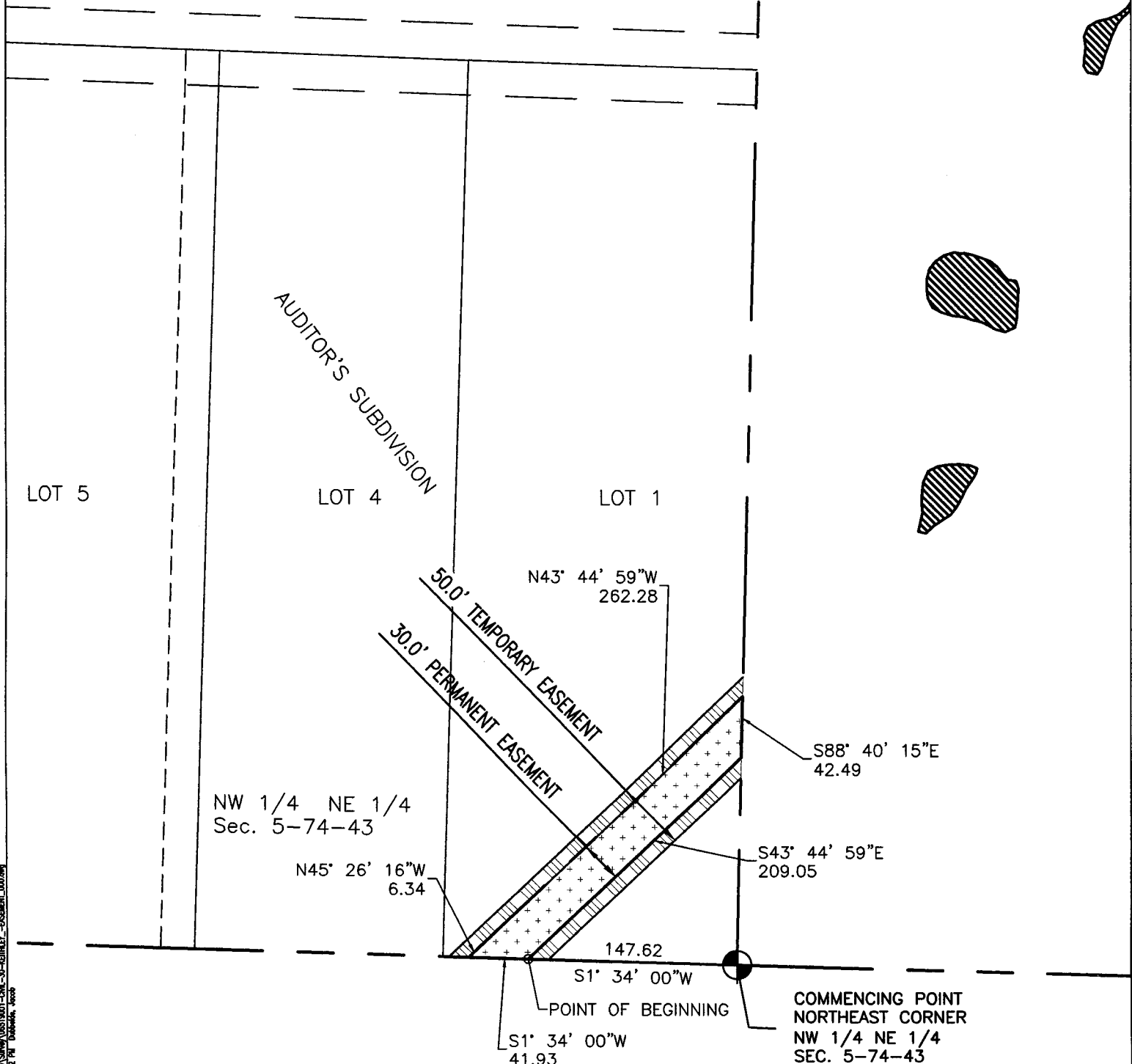
NORTH



1 inch = 100 ft.



NORTHWEST CORNER
NW 1/4 NE 1/4
SEC. 5-74-43



P:\06519001\06519001-001-30-ESTIMATE-EASEMENT.dwg
 03/22/2017 2:41:23 PM D:\dubok, Jacob

