

R FEE \$15.00 RMA \$1.00  
A FEE \$ \_\_\_\_\_ ECOM \$1.00  
T TAX \$ \_\_\_\_\_



**PERMANENT EASEMENT FOR SURFACE DRAINAGE**

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 conveying storm water drainage and runoff and constructing, reconstructing, repairing and maintaining such surface drainage way together 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. **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 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.
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. **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.
9. **GRANTEE'S ADDITIONAL WORK:** Grantee further agrees to fine grade and seed the Easement area, install a new permanent fence equal in quality to the existing fence being removed and replaced, and install 4 new trees from Grantees nursery stock at no cost to Grantors. Grantees and their successors and assigns shall be responsible for continuing to maintain the easement area in a clean and grassy condition which obligation shall include but not be limited to removing silt and debris and reseeded the grass in the event of any silting or flooding of the easement area.
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  
COUNTY OF Pottawattamie ) ss.

**2017-05677**  
**RECORDER MARK BRANDENBURG**  
**POTTAWATTAMIE COUNTY, IA**  
**FILE TIME: 05/05/2017 1:33:02 PM**  
**REC: 15.00AUD: T TAX:**  
**RMA: 1.00ECM: 1.00**

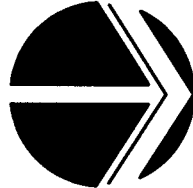
On this 7<sup>th</sup> day of April, 2017, before me, a notary public in and for said county and said state, personally appeared Mr. and Mrs. Raymond J. Keithley, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

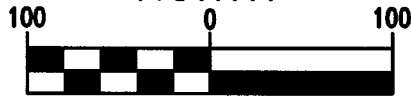


SHEET TITLE: EXHIBIT "A" PERMANENT EASEMENT FOR SURFACE DRAINAGE

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



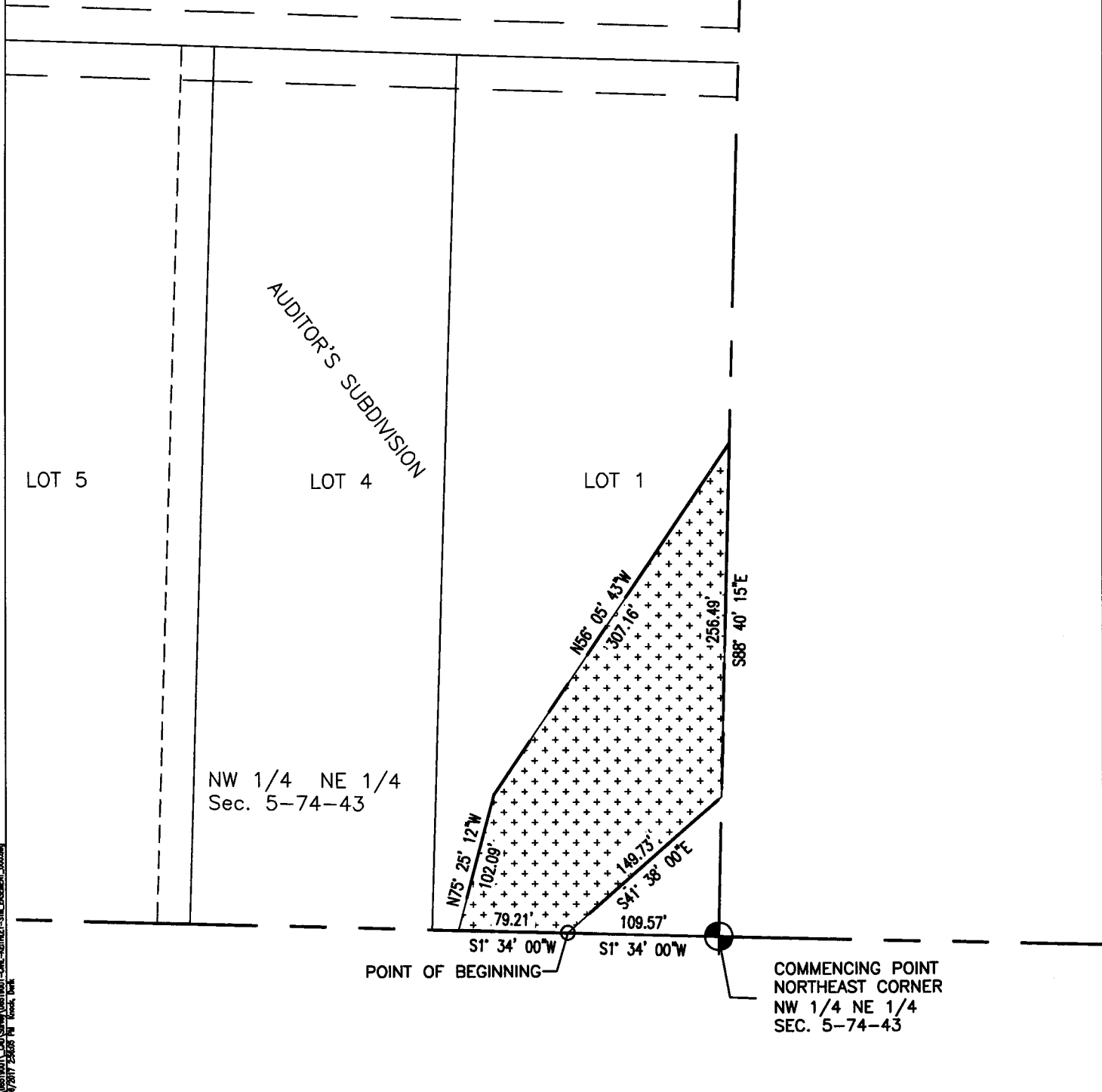
NORTH



1 inch = 100 ft.



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



# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: WHISPERING OAKS  
COUNCIL BLUFFS, IA

JOB NO: 06519.001

DATE: 03/01/17

DRAWN: DJK

SCALE: NONE

SHEET NO: 2 OF 2

SHEET TITLE: EXHIBIT "A" PERMANENT EASEMENT FOR SURFACE DRAINAGE

**LANDOWNER:**

MR AND MRS RAYMOND J KEITHLEY

**PARCEL ADDRESS:**

15973 CRYSTAL LANE, COUNCIL BLUFFS, IOWA

**SUBDIVISION:**

AUDITORS SUBDIVISION WEST 1/2 OF THE NE 1/4 OF SECTION 5, TOWNSHIP 74, RANGE 43, POTTAWATTAMIE, IOWA

**PERMANENT EASEMENT LEGAL DESCRIPTION:**

A PERMANENT EASEMENT FOR SURFACE DRAINAGE, LOCATED IN LOT 1 AUDITORS SUBDIVISION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 5, TOWNSHIP 74 NORTH, RANGE 43 WEST, OF THE 5TH PM POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 AUDITORS SUBDIVISION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 5, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID NW 1/4 OF THE NE 1/4 OF SECTION 5; THENCE S1°34'00"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 1 AUDITORS SUBDIVISION, SAID LINE ALSO BEING THE EAST LINE OF THE NW1/4 OF THE NE 1/4 OF SECTION 5, A DISTANCE OF 109.57 FEET, TO THE POINT OF BEGINNING; THENCE S1°34'00"W ALONG SAID EAST LINE OF LOT 1 AUDITORS SUBDIVISION, SAID LINE ALSO BEING SAID EAST LINE OF THE NW1/4 OF THE NE 1/4 OF SECTION 5, A DISTANCE OF 79.21 FEET; THENCE, N75°25'12"W, A DISTANCE OF 102.09 FEET; THENCE N56°05'43"W, A DISTANCE OF 307.16 FEET, TO THE NORTH LINE OF SAID NW 1/4 OF THE NE 1/4 OF SECTION 5, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1 AUDITORS SUBDIVISION, SAID LINE ALSO BEING THE SOUTH LINE OF SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 75 NORTH, SAID RANGE 43 WEST; THENCE S88°40'15"E ALONG SAID NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 5, SAID LINE ALSO BEING SAID SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 1, AUDITORS SUBDIVISION, A DISTANCE OF 256.49 FEET; THENCE S41°38'00"E, A DISTANCE OF 149.73 FEET TO SAID POINT OF BEGINNING.

SAID PERMANENT SURFACE DRAINAGE EASEMENT CONTAINS AN AREA OF 33,457 SQ. FT. OR 0.768 ACRES MORE OR LESS.