

## RECORDER MARK BRANDENBURG

POTTAWATTAMIE COUNTY, IA

FILE TIME: 11/29/2017 01:29:05 PM

RECORDING FEE

RMA FEE

1.00

ECM FEE

1.00

**Type of Document:** 

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The Schemmer Associates 928 Valley View Drive (B)
Preparer Information: (Individual's Name, Street Address, Cityl Zip, Phone) 51503 Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone) Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone) 17-329-3000

**Grantors:** 

**Grantees:** 

**Legal Description:** 

**Book & Page Reference:** 

# PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

For the consideration of \$0 and 00/100 Dollars, TS Development, LLC, an Iowa limited liability company, ("Grantors") does hereby grant to the City of Council Bluffs Iowa, and its agents, contractors and assigns (collectively "Grantee"), a permanent exclusive easement for the sole purpose of reconstructing, repairing, enlarging and maintaining a public sanitary sower 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:

- 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.
- 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.
- 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.
- 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.
- SURFACE RESTORATION: Grantee's liability to restore the surface within the Easement Area shall be limited only to Grading and Sodding and all necessary Erosion Control.
- DUTY TO REPAIR: Grantee agrees that any improvement 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.
- 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.
- 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. 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 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: Movement 21 3017

Grantor: State Trough

By: TS Development LLC

STATE OF Methodska)

Ss.

COUNTY OF Sayard

On this 21 5t day of Mov., 2017, before me, a notary public in and for said county and said state, personally appeared Mr. Gerald Torczon, TS Development, LLC's Managing Partner, 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.

State of Nebraska - General Notary

MARY JAYNE THROENER

tate of Nebraska – General Notary
MARY JAYNE THROENER
My Commission Expires
September 27, 2020

### PERMANENT SANITARY SEWER EASEMENT EXHIBIT "A" 120 COMMENCING POINT S 88°38'59" E 1046.97(S) Northwest Comer S1'34'00"W NE 1/4 NE 1/4 Sec. 5-74-43 147.62 #5 Rebar w/Cap 11702 POINT OF BEGINNING N1'34'00"E 41.93'-S45'08'17"E 267.12' 250 N45 15 33 W 234.60 1 inch = 250 ft. N44'38'26"E 126.49' S44"38'26"W 137.40' WEST LINE NE1/4 NE1/4 SEC. S0'28'26"W 201.57' ·S80°28'04"E 8.70 114 115 S30'56'00"E 26.29 20.0' UTITLITY EASEMENT -N80'28'04"W 21.17 116 N10'15'14"W 255.22' 117 S10 15 14 E 252.5 112 118 111 DAKS/ 110 VIHISPER ING N18'03'39"E 197.64" S18'03'39"W 202,43'<sup>120</sup> 121 UNPLATTED S7'29'37"W 156.08 122 123 S85'44'48"E, 20.52' 125 S0'05'30"E 24.07' 20.0' UTITLITY EASEMENT A ROAD NAME N85°44'48"W 23.70' 133 MAISFERNS II 729'37"W 176.94 S7'29'57"E 173.96' 174 UNPLATTED NE 174 13 SE 174 174 13 N7'29'57"W 202.74 -\$86°43'06"E 159.50' ---\$3"04'31"W 35,57 3(085) L'REDUR TE N86'43'06"W 160.44 N88'27'45"W 24.01 141 140 139 138 137 136 N3'04'31"E 6.30 OAKS 24.0' UTITLITY EASEMENT 143 WHISPERING

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5 AND ALSO TOGETHER WITH PART OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 5, ALL LOCATED IN TOWNSHIP 74 NORTH, RANGE 43 WEST, OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5: THENCE S01' 34' 00"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 147.62 FEET, TO THE POINT OF BEGINNING; THENCE S45°08' 17"E, A DISTANCE OF 267.12 FEET; THENCE S30° 30' 49"E, A DISTANCE OF 403.23 FEET; THENCE S44° 38' 26"W, A DISTANCE OF 137.40 FEET; THENCE S00° 28' 26" W, A DISTANCE OF 201.57 FEET; THENCE S80° 28' 04"E, A DISTANCE OF 8.70 FEET, TO A POINT ON THE WEST LINE OF LOT 115, WHISPERING OAKS, A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5: THENCE \$30° 56' 00"E ALONG SAID WEST LINE OF LOT 115, WHISPERING OAKS, SAID LINE ALSO BEING THE WEST LINE OF LOT 116, SAID WHISPERING OAKS, A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5 A DISTANCE OF 26.29 FEET; THENCE N80° 28' 04"W, A DISTANCE OF 21.17 FEET; THENCE S10° 15' 14"E, A DISTANCE OF 252.53 FEET; THENCE \$18° 03' 39"W, A DISTANCE OF 202.43 FEET; THENCE \$07° 29" 37"W. A DISTANCE OF 156.08 FEET: THENCE S85° 44' 48"E. A DISTANCE OF 20.52 FEET, TO A POINT ON THE WEST LINE OF LOT 129, SAID WHISPERING OAKS A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5; THENCE S 00° 05' 30"E ALONG SAID WEST LINE OF LOT 129, WHISPERING OAKS, SAID LINE ALSO BEING THE WEST LINE OF LOT 130, SAID WHISPERING OAKS, A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 24.07 FEET: THENCE N85° 44' 48"W, A DISTANCE OF 23.70 FEET: THENCE S07° 29' 37"W, A DISTANCE OF 176.94 FEET; THENCE S07° 29' 57"E, A DISTANCE OF 173.96 FEET; THENCE S86° 43' 06"E, A DISTANCE OF 159.50 FEET; THENCE S03° 04' 31"W, A DISTANCE OF 35.57 FEET, TO A POINT ON THE NORTH LINE OF LOT 141, SAID WHISPERING OAKS A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5; THENCE N88° 27' 45"W ALONG SAID NORTH LINE OF LOT 141, WHISPERING OAKS, A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5. SAID LINE ALSO BEING THE NORTH LINE OF LOT 142, SAID WHISPERING OAKS, A SUBDIVISION LOCATED IN SAID NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 24.01 FEET; THENCE N03° 04' 31"E, A DISTANCE OF 6.30 FEET; THENCE N86° 43' 06"W, A DISTANCE OF 160.44 FEET; THENCE N 07° 29' 57"W, A DISTANCE OF 202.74 FEET; THENCE N07° 29' 37"E, A DISTANCE OF 363,78 FEET; THENCE N18° 03'39"E, A DISTANCE OF 197.64 FEET; THENCE N10° 15' 14"W, A DISTANCE OF 255.22 FEET; THENCE N00° 28' 26"E, A DISTANCE OF 229.72 FEET; THENCE N44° 38' 26"E, A DISTANCE OF 126.49 FEET; THENCE N30° 30' 49"W, A DISTANCE OF 376 20 FEET: THENCE N45° 15' 33"W. A DISTANCE OF 234.60 FEET. TO SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5: THENCE NO1° 34' 00"E ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 41.93 FEET, TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 66246 SQ, FT, OR 1,521 ACRES MORE OR LESS.

Design with Purpose, Build with Confidence,

I HEREBY CERTIFY THAT. THIS LIAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LIAND SURVEYOR UNDER THE LAWS OF THE STATE OF 10MA. <u>8/24/2017</u> PROMED OR TYPED NAME: DANIEL L. MART 22021 PRODCENSE RENEWAL DATE IS DECEMBER 31, 2017 PICES OR SHEETS COVERED BY THIS SEAL SHEET I OF 1 Jean JOVA

DRAWN KAG

CHECKED DLM

SURVEY DATE 8/23/2017

SHEET # 1 OF 1

JOB # 06519.001