

**COMPARED**

INST # 6340  
RECORDING FEE 25.00  
AUDITOR FEE -  
RMA FEE 1.00

FILED FOR RECORD  
POTTAWATTAMIE CO. IA.

00 OCT 24 AM 11: 50

JOHN SCIORTINO  
RECORDER

Prepared for Council Bluffs City Water Works, 2000 N. 25th St., P. O. Box 309, Council Bluffs, IA 51502, telephone (712) 328-1006 by Paul J. Bass General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

EASEMENT AGREEMENT  
(Exhibit 1)  
\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS:

THAT JJNB Properties, LLC, an Iowa limited liability company, for good and sufficient valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF COUNCIL BLUFFS, IOWA, for the use and benefit of the COUNCIL BLUFFS CITY WATER WORKS, a permanent non-exclusive easement fifty (50) feet in width, over, across and through the following described real estate situated in the City of Council Bluffs, Pottawattamie County, Iowa, to-wit:

See Exhibit "A" attached

Including the perpetual right to enter upon said real estate, at any time that it may see fit, and construct, inspect, maintain, repair, replace and operate or remove underground pipe lines and/or mains for the purpose of conveying water over, across, through and under said real estate, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipe lines and/or mains.

The said City Water Works shall properly and promptly refill any excavations made on said premises after the purpose of said excavation has been fulfilled and shall leave the premises in the same general condition as it was in before the said City Water Works went upon the same; further, that if any fences or existing structures are moved for the purpose of laying, maintaining, operating or replacing said main, such fences and structures shall be promptly replaced by said City Water Works upon completion of the work requiring such removal.

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In further consideration for the good and sufficient valuable consideration received by the undersigned, the undersigned agrees that it will not place any permanent structures upon or over said easement without first obtaining the written consent of said City Water Works; further, the undersigned covenants with Grantee that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration of this grant, the undersigned does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

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

All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs, and assigns of the parties hereto the same as if they were in all instances named herein.

DATED this 23<sup>rd</sup> day of October, 2000.

JJNB Properties, LLC, An Iowa Limited Liability Company

BY:

  
JOHN H. JERKOVICH, MANAGER

301 West Broadway  
Council Bluffs, Iowa 51502  
Telephone: (712) 325-0445

# COMPARED

STATE OF IOWA )  
 ) ss  
COUNTY OF POTTAWATTAMIE )

On this 2nd day of Oct, 2000, before me, a Notary Public in and for the said State, personally appeared John H. Jerkovich, to me personally known, who being by me duly sworn did say that that person is the managing member of JJNB Properties, LLC, an Iowa limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said John H. Jerkovich acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Christine M. Ritter  
Notary Public in and for said State



A parcel of land, being part of Lot 4, Auditor's Subdivision of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 19, Township 75 North, Range 43 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa, bounded and described as follows:

Commencing at the southeast corner of Lot 12 of Green Tree Subdivision;

thence along the south line of said Green Tree Subdivision, North 89 degree 36 minutes 48 seconds west, 102.41 feet to the TRUE POINT OF BEGINNING;

thence South 01 degree 12 minutes 27 seconds West, 4.17 feet to the beginning of curve concave northwesterly, having a radius of 200.00 feet;

thence southwesterly along said curve, through a central angle of 17 degrees 00 minutes 47 seconds, 59.39 feet (chord bearing and distance of South 09 degrees 42 minutes 50 seconds West, 59.17 feet to the beginning of reverse curve concave southeasterly, having a radius of 150.00 feet;

thence southwesterly along said curve through a central angle of 18 degrees 13 minutes 13 seconds, 47.70 feet (chord bearing and distance of South 09 degrees 06 minutes 37 seconds West, 47.50 feet);

thence South 0 degrees 00 minutes 00 seconds West, 115.49 feet to the beginning of a curve concave northwesterly, having a radius of 150.00 feet;

thence southwesterly along said curve, through a central angle of 90 degrees 26 minutes 38 seconds, 236.78 feet (chord bearing and distance of South 45 degrees 13 minutes 19 seconds West, 212.95 feet);

thence North 89 degrees 33 minutes 22 seconds West, 196.13 feet to southeast corner of Outlot 1 of Coloneil Village Phase I;

thence along the east line of said Outlot 1, North 0 degrees 27 minutes 18 second West, 50.01 feet to the northeast corner of said Outlot 1;

thence South 89 degrees 33 minutes 22 seconds East, 196.91 feet to the beginning of a curve concave northwesterly, having a radius of 100.00 feet;

thence northeasterly along said curve, through a central angle of 90 degrees 26 minutes 38 seconds, 157.85 feet (chord bearing and distance of North 45 degrees 13 minutes 19 seconds East, 141.97 feet);

thence North 0 degrees 00 minutes 00 seconds East, 136.47 feet to the beginning of a curve concave southeasterly, having a radius of 200.00 feet;

thence northeasterly along said curve, through a central angle of 18 degrees 13 minutes 13 seconds, 63.60 feet (chord bearing and distance of North 89 degrees 06 minutes 37 seconds East, 63.33) to the beginning of a reverse curve concave northwesterly, having a radius of 150.00 feet;

thence northeasterly along said curve, through a central angle of 17 degrees 00 minutes 47 seconds, 44.54 feet (chord bearing and distance of North 09 degree 42 minutes 50 seconds East, 44.38 feet);

thence North 01 degree 12 minutes 27 seconds East, 3.46 feet to the southeast corner of Lot 13 of said Green Tree Subdivision;

thence along the south line of said Green Tree Subdivision, South 89 degrees 36 minutes 48 seconds East, 50.01 feet to the TRUE POINT OF BEGINNING.

ALSO,

All of said Outlot 1 of said Coloneil Village Phase I.

Said parcels contains an area of 39,587 sq. feet (0.909 ac.), more or less.

