

COMPAN

RECORDING FEE \$ 200  
RMA FEE \$ 10

STATE OF IOWA, Polk County  
Page 1 of 30  
7/6/16  
31706

13462

John Scirtino  
George M. ...

(P) 4

PREPARED BY: City of Council Bluffs Legal Department, 209 Paul Street, Council Bluffs, IA 51508 (712) 324-4630  
RETURN TO: City Clerk, 209 Paul Street, Council Bluffs, IA 51508

**EASEMENT FOR ROAD AND STORM DRAINAGE  
IMPROVEMENT RIGHT OF WAY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **JOHN H. JERKOVICH** (hereinafter called "Grantor"), in consideration of \$6,600 and installation of certain public improvements on the property described herein does hereby convey unto the City of Council Bluffs, Iowa, a municipal corporation, (hereinafter called the "City"), a perpetual Easement for Road and Storm Drainage Improvement Right of Way under, over, through, and across the following described real estate:

**SEE EXHIBITS ATTACHED**

(hereinafter call "Easement Area") for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining a road and storm drainage improvements, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

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 City Engineer.
- 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 City Engineer.
- 3. RIGHT OF ACCESS.** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
- 4. EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
- 5. DUTY TO REPAIR.** City agrees that any drain tile, drive or access way, fence, yard or other improvement which may be damaged as a result of any entry made through an exercise of the City's right of access shall be repaired at no expense to Grantor.
- 6. APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the Council Bluffs City Council by Resolution, which approval and acceptance shall be noted on this Easement by the City Clerk.

96-31706

COMPARIS

7. **NONEXCLUSIVE.** This grant of Easement for road improvements shall be nonexclusive. Grantor reserves the right to use said road, and incorporate said road into any development plan proposed by grantor in the future.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by the Easement.

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 context.

SIGNED the 30 day of April, 1996.

*John H. Jerkovich*  
\_\_\_\_\_  
JOHN H. JERKOVICH

STATE OF IOWA            )  
  COUNTY OF            ) ss.  
POTTAWATTAMIE        )

On this 30 day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared John H. Jerkovich, to me known to be the identical person, John H. Jerkovich, and who executed the foregoing instrument and acknowledged that they/this person as the agent, executed the instrument as the voluntary act and deed of them and of the agent, by virtue of \_\_\_\_\_ (instrument), dated April 30, 1996.

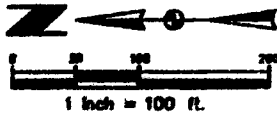


*Christina M. Patton*  
\_\_\_\_\_  
NOTARY PUBLIC

# ACQUISITION PLAT

PARCEL NO. 3

ACQUIRED FROM JOHN JERKOVICH



- LEGEND**
- T-BAR w/ CAP 12242 TO BE SET
  - PERMANENT ACQUISITION
  - TEMPORARY EASEMENT

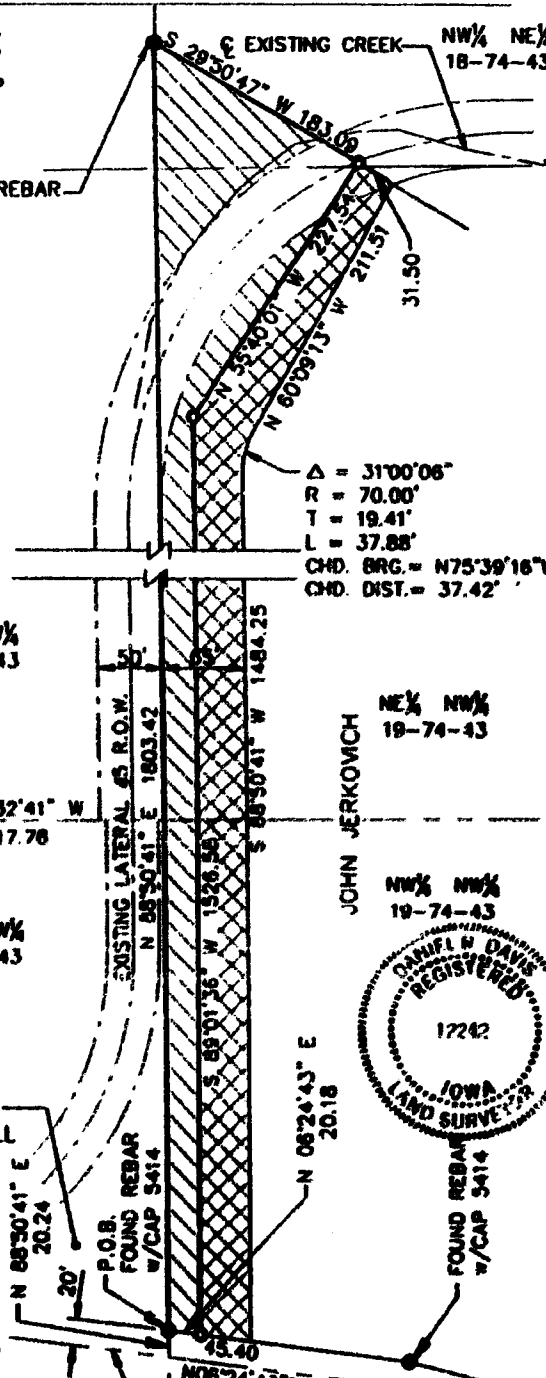
NW $\frac{1}{4}$  NW $\frac{1}{4}$  0.18 ac. Perm. Acq.  
 NE $\frac{1}{4}$  NW $\frac{1}{4}$  0.96 ac. Perm. Acq. - 0.23 ac. Ex. ROW = 0.73 ac.  
 NW $\frac{1}{4}$  NE $\frac{1}{4}$  0.18 ac. Perm. Acq. - 0.01 ac. Ex. ROW = 0.17 ac.

HARRY A. ANDERSON  
 AND  
 ETHEL P. ANDERSON

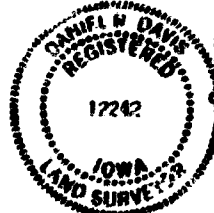
SE $\frac{1}{4}$  SW $\frac{1}{4}$   
 18-74-43

SW $\frac{1}{4}$  SW $\frac{1}{4}$   
 18-74-43

GORDON A. GILL  
 AND WILMA J. GILL



$\Delta$  = 31'00"06"  
 R = 70.00'  
 T = 19.41'  
 L = 37.88'  
 CHD. BRG. = N75°39'16" W  
 CHD. DIST. = 37.42'



I hereby certify that this land comprising described was prepared by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Signature: *Daniel R. Davis*  
 Date: APRIL 23, 1996  
 My expiration period ends on December 31, 1997

EAST LINE LAKEVIEW ACRES  
 SE CORNER LAKEVIEW ACRES

R.O.W. 1.24 ac. Permanent Acquisition - 0.24 ac. Existing R.O.W. = 1.10 ac.  
 R.O.W. 1.79 ac. Temporary Easement

CONTRACT DATED \_\_\_\_\_

ACQUIRED BY \_\_\_\_\_

CONSIDERATION \$ \_\_\_\_\_

BORROW \_\_\_\_\_ ACRES

RANGE 43W

TWP 74N

SECTION 19

CIVIL TWP. \_\_\_\_\_

FROM E. STA. \_\_\_\_\_ TO E. STA. \_\_\_\_\_

COMPARED

POTTAWATTAME COUNTY PROJECT NO. 15075

**COMPACTED**

PARCEL NO. 3  
JOHN JERKOVICH

LEGAL DESCRIPTION: (PERMANENT ACQUISITION)

A PARCEL OF LAND BEING PART OF THE NW1/4 NW1/4, NE1/4 NW1/4 AND NW1/4 NE1/4 OF SECTION 19, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, AS SHOWN ON THE ACQUISITION PLAT ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LAKEVIEW ACRES; THENCE N06°24'43"E, 185.00 FEET ALONG THE EAST LINE OF SAID LAKEVIEW ACRES TO THE NORTH LINE OF SECTION 19; THENCE N88°50'41"E, 20.24 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF A PARCEL RECORDED IN BOOK 94, PAGE 21598 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE N88°50'41"E, 1803.42 FEET TO THE WESTERLY LINE OF A PARCEL DESCRIBED IN BOOK 1066 PAGE 437; THENCE S29°50'47"W, 183.09 FEET ALONG SAID WESTERLY LINE; THENCE N55°40'01"W, 227.54 FEET; THENCE S89°01'36"W, 1526.58 FEET TO THE WEST LINE OF SAID PARCEL RECORDED IN BOOK 94, PAGE 21598; THENCE N06°24'43"E, 20.18 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.34 ACRES INCLUSIVE OF 0.24 ACRES OF PRESENT ESTABLISHED LATERAL #5 RIGHT-OF-WAY.

NOTE: THE EAST LINE OF LAKEVIEW ACRES IS ASSUMED TO BEAR N06°24'43"E FOR THIS DESCRIPTION.

96-31709