PREPARED BY: City of Council Bluffs Public Works Department, 209 Pearl Street, Council Bluffs, IA 51503 (712) 890-5296
RETURN TO: Jeff Goos, Public Works, 209 Pearl Street, Council Bluffs, IA 51503

PERMANENT EASEMENT

City of Council Bluffs, a municipal corporation of the State of Iowa, does hereby grant to Sieck Drainage District #32 Pottawattamie County, Iowa and its agents, contractors and assigns, (hereinafter called the "District"), a permanent nonexclusive easement for the purpose of levee repair, construction and appurtenances thereto, and the subsequent maintenance of same in, on, over, and across the following described real estate:

SEE ATTACHED EXHIBIT "EASEMENT EXHIBIT-16"

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 District Engineer, provided however grantor shall have the right to place and maintain a surfaced roadway over and within the Easement Area.

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 District Engineer.

3. RIGHT OF ACCESS: District shall have the right of access to the Easement Area 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 Grantor or their successors or assigns.

5. SURFACE RESTORATION: District's liability to restore the surface within the Easement Area shall be limited only to grading and seeding, and replacement of grantors surfaced roadway.

6. DUTY TO REPAIR: District agrees that any drain tile, drive or access way, farm gate, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the District's right of access shall be repaired at no expense to Grantor.

7. 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.

8. GRANTOR RESERVATION: Grantor reserves the right to use the Easement Area for other purposes provided however these purposes shall not interfere with grantees use of the Easement Area under the rights of this agreement.

Grantors do hereby covenant with grantees, and 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.

Date: _____

By: _____ Attest: _____

_____
Matthew Walsh , Mayor

STATE OF IOWA)
)ss.
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 202___, before me, a notary public in and for said county and said state, personally appeared Matthew Walsh the duly authorized representative(s) of **City of Council Bluffs**, who acknowledged that he held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

_____ (Sign in Ink)

_____ (Print/Type Name)

My Commission expires _____